



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 10, 2023
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Recognize outgoing Board and Commission members. (MLS)

CONSENT AGENDA:

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

2. Consider and act upon the minutes from the September 26, 2023, Town Council Work Session meeting. (MLS)

- [3.](#) Consider and act upon the minutes from the September 26, 2023, Town Council Regular meeting. (MLS)
- [4.](#) Consider acceptance of the August 2023 monthly financial report. (RP)
- [5.](#) Consider and act upon awarding RFP No. 2023-27-A to UBM Enterprises Inc. related to custodial services for Town facilities; and authorizing the Town Manager to execute a contract for services for the same. (CE)
- [6.](#) Consider and act upon approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Richardson contract. (SB)
- [7.](#) Consider and act upon approving the purchase of uniforms and equipment from Galls, LLC through the City of Frisco cooperative best value bid (1905-082). (SB)
- [8.](#) Consider and act upon approving the purchase of 13 Air-Pak X3 Pro SCBA's from Municipal Emergency Services through the National Purchasing Partners (NPP) program. (SB)
- [9.](#) Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC to fire department apparatus including fire engines and aerial trucks. (SB)
- [10.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to providing on-call traffic engineering services. (HW)
- [11.](#) Consider and act upon authorizing the Town Manager to execute a License, Maintenance, and Hold Harmless Agreement between 390 West Broadway LLC, and the Town of Prosper, Texas, related to the installation and maintenance of a patio within the right-of-way of McKinley Street for the Blackhawk Brewery development. (HW)
- [12.](#) Consider and act upon authorizing the Town Manager to execute a Roadway Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of the DNT Backer Road to serve the DNT Frontier Retail Center development. (HW)
- [13.](#) Consider and act upon an ordinance amending Article 3.19 – Fence Regulations of the Town of Prosper Code of Ordinances prohibiting screening of open fencing in certain locations. (CE)
- [14.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between Orion RE Capital and the Town of Prosper relative to Pradera. (DH)

CITIZEN COMMENTS

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

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. [If you wish to address the Council, please fill out a “Public Comment Request Form” and present it to the Town Secretary, preferably before the meeting begins.]

Items for Individual Consideration:

- 15. Conduct a public hearing and consider and act upon an ordinance repealing Article 3.06, “Electrical Code”, of the Code of Ordinances of the Town of Prosper and replacing it with a new Article 3.06, “Electrical Code”. (DH)
- 16. 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 for the construction of the Coit Road (First-Frontier) 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)
- 17. Consider and act upon authorizing the Town Manager to execute an agreement with the North Texas Tollway Authority (NTTA) for funding of improvements related to the extension of the Dallas North Tollway. (CE)
- 18. Consider and act upon a resolution expressing official intent to reimburse costs of Town Capital Improvement Program (CIP) projects that may be funded with proceeds of bonds or other obligations if those costs are paid prior to the issuance of such bonds or obligations. (RP)
- 19. Discuss and consider Town Council Subcommittee reports. (DFB)

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

EXECUTIVE SESSION:

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

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

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

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

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, October 6, 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.



MINUTES

Item 2.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 26, 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
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Jeff Hodges
Councilmember Charles Cotten

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Director of Engineering Services
David Hoover, Development Services Director
Frank Jaromin, Director of Public Works
Dan Baker, Director of Parks and Recreation
Chris Landrum, Finance Director

Items for Individual Consideration

1. Receive an overview of the Town's Street Sweeping Program. (FJ)

Mr. Jaromin presented an overview by indicating how many times the Town currently street sweeps its roads compared to how often TxDOT sweeps, who the Town currently contracts with, and the services provided under those contracts.

The Town Council discussed the frequency of how often they would like certain areas of Town to be done, and for the staff to include the frontage roads on US 380 when going out to bid for the upcoming fiscal year.

2. Discussion regarding First Street (Coleman-Craig) design. (HW)

Mr. Webb provided a recap of the presentations recently done regarding the stated project. Mr. Webb outlined three options to consider so that staff could move forward with the project.

The Town Council discussed those options and how each one would potentially affect the area, as well as the size and location of the roundabout. The Town

Council consensus was to move forward with the option of 53' ROW with a 5-foot sidewalk on the northside, and a 10-foot hike and bike trail on the south side.

3. Receive an update on the Town's plant replacement plan. (DB)

Mr. Baker presented a plan of how the Town will aim to complete plant replacements by the end of November. Staff are also in the process of developing a plant list that is conducive to median environment and temperature. Examples were provided for context.

The Town Council discussed the proposed list and requested for progress updates be provided within the weekly update.

Adjourn.

The meeting was adjourned at 5:56 p.m.

These minutes were approved on the 10th day of October 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

MINUTES
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Council Members Present:

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

Staff Members Present:

Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Mary Ann Moon, Economic Development Director
David Hoover, Development Services Director
Hulon Webb, Director of Engineering
Dan Heischman, Assistant Director of Engineering Services
Pete Anaya, Assistant Director of Engineering Services
Chris Landrum, Finance Director
Whitney Rehm, Grants Administrator
Frank Jaromin, Director of Public Works
Leigh Johnson, IT Director
James Edwards, Human Resources Director
Todd Rice, Communications Manager
Kellen Land, Help Desk Technician
Doug Kowalski, Police Chief
Scott Brewer, Assistant Police Chief
Stuart Blasingame, Fire Chief

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

Cole Travis with Prestonwood Baptist Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Kern made the following announcements:

A new resident mixer is being held by the Town for those who have moved to Prosper in the last six months this Thursday, September 28 from 4:00 to 7:00 p.m. on the south lawn of Town Hall. Residents will get an opportunity to meet staff and their neighbors. There will be entertainment for the kids and refreshments for the family.

National Night Out will be held on Tuesday, October 3 from 6 pm-9 pm. This is a fun opportunity to meet your neighbors by hosting a block party. Members of the Prosper PD, Prosper ISD PD, Prosper Fire Rescue, and First Responder Volunteers will be driving around to neighborhoods that want to participate. Sign up today by visiting www.prospertx.gov/nationalnightout.

Join us for “Celebrate Prosper” on Saturday, October 7 from 5 to 9 p.m. at Frontier Park. Come relax outdoors and enjoy entertainment, food, and fun with your neighbors and friends. This is a free event presented by the Parks and Recreation Department with the support of sponsors and community partners. For more information, visit the Special Events page under the Parks and Recreation Department.

Join fellow active adults 55+ to meet and greet Mayor Bristol at the annual Mayor’s luncheon on Wednesday, October 18 from 11 a.m. to 1 p.m. at the Church of Jesus Christ of Latter-Day Saints located at 970 N. Coit Road. Reserve your seat by contacting the Parks and Recreation Department at 972-569-1064.

Registration is now open for the annual Prosper Veterans Day 5K & Fun Run. This event held on Saturday, November 11 is a salute to the men and women who have served in our nation’s military. All proceeds benefit the Prosper Veterans Memorial at Frontier Park. Register today by visiting prospertx.gov/veteransday5k.

Deputy Mayor Pro-Tem Ray announced the PB Drive fundraiser being held through September 30.

Presentations.

1. Presentation of a Proclamation to members of the Prosper Police and Fire Departments declaring October 3, 2023, as National Night Out. (MLS)

Mayor Bristol read and presented a Proclamation to members of the Prosper Police and Fire Department recognizing National Night Out.

2. Presentation of a Proclamation to members of the Prosper Fire Rescue declaring the month of October 2023 as Fire Prevention month. (MLS)

Mayor Bristol read and presented a Proclamation to members of the Prosper Fire Rescue recognizing October as Fire Prevention month.

3. Presentation of a Proclamation declaring the month of October 2023 as National Breast Cancer Awareness month. (MLS)

Mayor Bristol read and presented a Proclamation to members of the Truman Breast Cancer Foundation recognizing the month of October as Breast Cancer Awareness month.

CONSENT AGENDA:

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4. Consider and act upon the minutes from the September 12, 2023, Town Council Work Session meeting. (MLS)

5. Consider and act upon the minutes from the September 12, 2023, Town Council Regular meeting. (MLS)

6. Consider acceptance of the July 2023 monthly financial report. (CL)
7. Consider and act upon purchasing a sanitary sewer easement at 302 N Parvin Street from property owner, David Maya; and authorize the Town Manager to execute documents for same. (FJ)
8. Consider and act upon an amendment to the Town's Interlocal Agreements with Collin County for facility construction, use of an animal shelter, and animal control services for the 2024 fiscal year. (DH)
9. Consider and act upon approving a Services Agreement with Gray Reed Advisory Services, LLC, d/b/a GRPR, for Strategic Communications Planning and Crisis Communications Services, and authorize the Town Manager to execute the same. (RB)
10. Consider and act upon Ordinance 2023-62 to rezone 73.4± 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, located on the southeast corner of Prosper Trail and Teel Parkway. (Z21-0010) (DH)
11. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Prosper 100 LP, Prosper Hills LLC, and the Town of Prosper relative to Prosper Hills, as described in Planned Development-123 (PD-123). (DEVAGREE-23-0012) (DH)
12. Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Reimbursement Agreement between PPP 100 DEV LLC, PROSPER HILLS LP, PROSPER MEADOWS LP, and the Town of Prosper, Texas, related to the extension of water lines to serve the Park Place, Prosper Hills, and Prosper Meadows developments. (HW)
13. Consider and act upon authorizing the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between PPP 100 DEV LLC, PROSPER HILLS LP, PROSPER MEADOWS LP, and the Town of Prosper, Texas, related to the construction of Teel Parkway, Prosper Trail, and Legacy Drive to serve the Park Place, Prosper Hills, and Prosper Meadows developments. (HW)
14. Consider and act upon authorizing the Town Manager to execute a Wastewater Impact Fees Reimbursement Agreement between PPP 100 DEV LLC, PROSPER HILLS LP, and the Town of Prosper, Texas, related to the extension of a wastewater line to serve the Park Place and Prosper Hills developments. (HW)
15. Consider and act upon authorizing the Mayor to execute an Amendment to Ultimate Boundary Line Agreement between the City of McKinney, Texas, and the Town of Prosper, Texas, related to the maintenance of improvements along Christie Farms Boulevard in the City of McKinney to serve the Christie Farms development. (HW)
16. Consider and act upon Ordinance 2023-63 amending the Town's Subdivision Ordinance by amending Subpart (1) of Section (D), "Plat Required," of Section 10.03.004, "Applicability," to Comply with Revised Language contained in House Bill No. 3699; amending Subsection (B) of Section 10.03.034, "Director of Development Services," relative to Authorizing the Director of Development Services to Approve or Deny Plats; amending Section 10.03.063, "30-day Time Frame for Plat Approvals," to Reflect that the Right to 30-day Action for Plat

Applications Begins on the Filing Date and One or More 30-day Extensions shall be authorized; adding a Definition of “Filing Date,” amending the Definitions of “Approval” and “Plat,” and repealing the definitions of “Administratively Complete” and “Official Submission Date,” contained in Section 10.03.192, “Words and Terms Defined”; providing that the phrase “Official Submission Date” shall be replaced with the phrase “Filing Date” in Sections 10.03.084(f)(2) and 10.03.085(h)(2). (TW)

17. Conduct a public hearing to consider and act upon Ordinance 2023-64 amending Chapter 1, “General Provisions, Administration and Procedures,” of the Town’s Zoning Ordinance, by Amending Subpart (E) of Subsection 7.11, “Amortization of Nonconforming Uses or Structures,” of Section 7, “Nonconforming Uses and Structures,” by Providing for Amortization Procedures consistent with Senate Bill 929, and Subpart (A), “Zoning Changes,” of Subsection 8.2, “Public Hearing and Notice,” of Section 8, “Changes and Amendments to all Zoning Ordinances and Districts and Administrative Procedures,” by Providing for Notices relative to a Change in a Zoning Regulation that Could Result in a Nonconforming Use, Consistent with Senate Bill 929. (TW)
18. 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 Site Plans including Prosper Business Park. (DH)

Deputy Mayor Pro-Tem Ray requested to pull item 15.

Councilmember Cotten made a motion to approve items 4 through 14, and items 16 through 18. Mayor Pro-Tem Andres seconded that motion. Motion carried unanimously.

Deputy Mayor Pro-Tem Ray stated he would like to ensure the greenspace remains unaffected near the boundary line. Mr. Webb noted that Christie Farms maintains the track mentioned and would not be encroached upon.

Deputy Mayor Pro-Tem Ray made a motion to approve item 15. Mayor Pro-Tem Andres seconded that motion. Motion carried unanimously.

CITIZEN COMMENTS

Ivanka Herrera, 1131 Belknap Way, yielded their time to Ms. Rauba.

Ashley MacGorman, 4061 Marigold Lane. Mayor Bristol read written comments into the record supporting a stoplight to be installed at Gee and Acacia Road.

James Russell, 1091 Cassiano Lane, yielded their time to Ms. Rauba.

Joao Coelho, 4950 Dolorosa Lane, yielded their time to Ms. Rauba.

Brandon Bogue, 951 Yellowcress Drive, stated his concerns regarding the intersection of Gee and Acacia Road, and the need to address how dangerous it has become. He requested the Town Council to take a further look at it.

Gabriela Fatone, 1140 Pianzola Way, yielded their time to Ms. Rauba.

Laura Rauba, 4890 Milby Drive, presented and expressed concerns on behalf of the residents of their community regarding the intersection at Gee and Acacia Road. She stated that due to several accidents and the difficulty of crossing the road that continues to worsen that a longer-term solution is needed, including a reduced speed limit, and four-way traffic signal.

Mr. Canizares indicated that the Police Department have installed speed trailers, are collecting data regarding this intersection, and the crosswalks have been restriped. Staff will continue to work with the HOA and its residents to find solutions.

Items for Individual Consideration:

- 19. Conduct a public hearing and consider and act upon a request to rezone 0.2± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), for Mitchell Addition, Block 3, Lot 3D, located on the southwest corner of West Seventh Street and North Coleman Road. (ZONE-23-0016) (DH)**

Mr. Hoover stated this request to rezone will allow for the existing home to be demolished and replaced with a commercial building with office and retail uses. The Downtown Retail District allows for both office and retail uses while the Downtown Office District only allows for office uses. Mr. Hoover noted that prior to development, the developer will be required to submit a Site Plan for review and approval by the Planning and Zoning Commission. The applicant has also agreed to a Development Agreement, which will limit the permitted uses. The Planning and Zoning Commission has recommended approval of this request. Staff is recommending approval.

Mayor Pro-Tem Andres noted his concerns regarding parking.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council discussed their concerns with straight zoning on this request due to the list of permitted uses currently allowed.

Deputy Mayor Pro-Tem Ray made a motion to deny with prejudice a request to rezone 0.2± acres from Single Family-15 (SF-15) to Downtown Retail (DTR), for Mitchell Addition, Block 3, Lot 3D, located on the southwest corner of West Seventh Street and North Coleman Road. Councilmember Bartley seconded that motion. Motion carried unanimously.

- 20. Consider and act upon Resolution 2023-65 establishing loan terms between the Utility Fund and the Solid Waste Fund for financing the purchase of solid waste and recycling carts. (RBS)**

Mr. Scott stated that with the Town planning to buy new carts in order to replace the current contractor's cart inventory, this resolution outlines the terms for the purchase and financing.

The Town Council discussed how the fees would be passed to the residents and if the Town would be purchasing enough carts to replace the current ones. Mr. Scott noted that a small fee of \$2.80 has been built into the new solid waste rates to cover the cart repayment, and the Town is planning on buying approximately 34,000 carts which will replace inventory and provide for one and a half to two years population growth.

Deputy Mayor Pro-Tem Ray made a motion to approve Resolution 2023-65 establishing loan terms between the Utility Fund and the Solid Waste Fund for financing the purchase of solid waste and recycling carts. Councilmember Hodges seconded that motion. Motion carried unanimously.

21. Receive an update on the Lakewood Preserve Park project. (DB)

Mr. Baker presented an update of the listed project noting the project cost, the development of the park, how it will be managed, amenities included, layout, and estimated time frame of completion.

The Town Council discussed how the Town would address the sharing of the soccer fields, parking, the funding of the project, and if there were any implications if the park was not completed in a timely manner.

22. Consider and act upon Contract Amendment #1 to a Professional Services Agreement with Dunaway Associates, LLC, for additional design services related to the development of Raymond Community Park. (DB)

Mr. Baker outlined the additional services related to the amendment of the contract, the costs associated with each, and the overall funding of the project.

The Town Council discussed the additional services, the importance of staying within budget, and completing the project on time.

Councilmember Cotten made a motion to approve Contract Amendment #1 to a Professional Services Agreement with Dunaway Associates, LLC, for additional design services related to the development of Raymond Community Park. Mayor Pro-Tem Andres seconded that motion. Motion carried unanimously.

23. Consider and act upon an agreement with Nancy Lieberman Charities (NLC) for the installation of a Dream Court at Tanner's Mill Park and authorize the Town Manager to execute the same. (DB)

Mr. Baker stated the Town was approached by NLC to install a Dream Court at Tanner's Mill Park. It is comprised of two hoop systems and a court overlay on an existing basketball court. The Town will contribute 50% towards the total cost. Once completed, a dedication and grand opening ceremony will be held. The anticipated timeframe of completion is 90 days.

Mayor Pro-Tem Andres made a motion to approve an agreement with Nancy Lieberman Charities (NLC) for the installation of a Dream Court at Tanner's Mill Park and authorize the Town Manager to execute the same. Councilmember Cotten seconded that motion. Motion carried unanimously.

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

Councilmember Bartley noted that the next CIP Subcommittee meeting will be held on November 9. No further comments were made.

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

No comments were made.

EXECUTIVE SESSION:

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

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

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

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

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, the Community Engagement Committee, and Mayor’s appointees to the Town Council Subcommittees, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 7:46 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 10:31 p.m.

Mayor Pro-Tem Andres made a motion to appoint the following to the Town’s Board and Commissions.

Board of Adjustments/Construction Board of Appeals	Term Expires
Place 1: Kenneth Dugger	09/30/2025
Place 3: George Dupont	09/30/2025
Place 5: Joe Tremblay	09/30/2025
Place 7: Brad Black	09/30/2025
Economic Development Corporation	
Place 2: Ray Smith	09/30/2026
Place 4: David Bristol	09/30/2026
Community Engagement Committee	
Place 1: Stacy Cate	09/30/2025

Place 3: Brent Kirby	09/30/2025
Place 5: Kirstin Meier	09/30/2025
Place 7: Aresenio Aaron	09/30/2025
Place 2: Jai Muthu	09/30/2024
Place 6: Andy Franco	09/30/2024
Place 8: Kimberly Smith	09/30/2024
Library Board	
Place 1: Danielle Philipson	09/30/2025
Place 3: Lenorah Johnson	09/30/2025
Place 5: Katie Williams	09/30/2025
Place 7: Andrew Cartwright	09/30/2025
Parks and Recreation Board	
Place 1: Kari Castro	09/30/2025
Place 3: Valerie Little	09/30/2025
Place 5: Kimberly Shamsy	09/30/2025
Place 7: John Metcalf	09/30/2025
Planning and Zoning Commission	
Place 1: Sekou Harris	09/30/2025
Place 3: Cameron Reeves	09/30/2025
Place 5: Glen Blanscet	09/30/2025
Place 7: Brandon Daniel	09/30/2025
Place 2: John Hamilton	09/30/2024

The Town Council appointed the following individuals to a new Downtown Ad Hoc Advisory Committee with the mission of implementing the Downtown Master Plan. Those individuals included: Mike Pettis, Grant Mendeljian, Chris Wardlaw, Melissa Randle, Mike Lopez, Trovette Trotter, Roger Thedford, and Gavin Hernandez as a youth advisor. Councilmember Bartley, Councilmember Kern and Deputy Mayor Pro-Tem Ray will serve as the Council liaisons.

Mayor Bristol noted the following change to the Town Council Finance Subcommittee to include Councilmember Kern, Councilmember Cotten, and Deputy Mayor Pro-Tem Ray. All other Subcommittee's remained unchanged.

Councilmember Bartley seconded that motion. Motion carried with a 6-1 vote. Councilmember Hodges voting in opposition.

Adjourn.

The meeting was adjourned at 10:33 p.m.

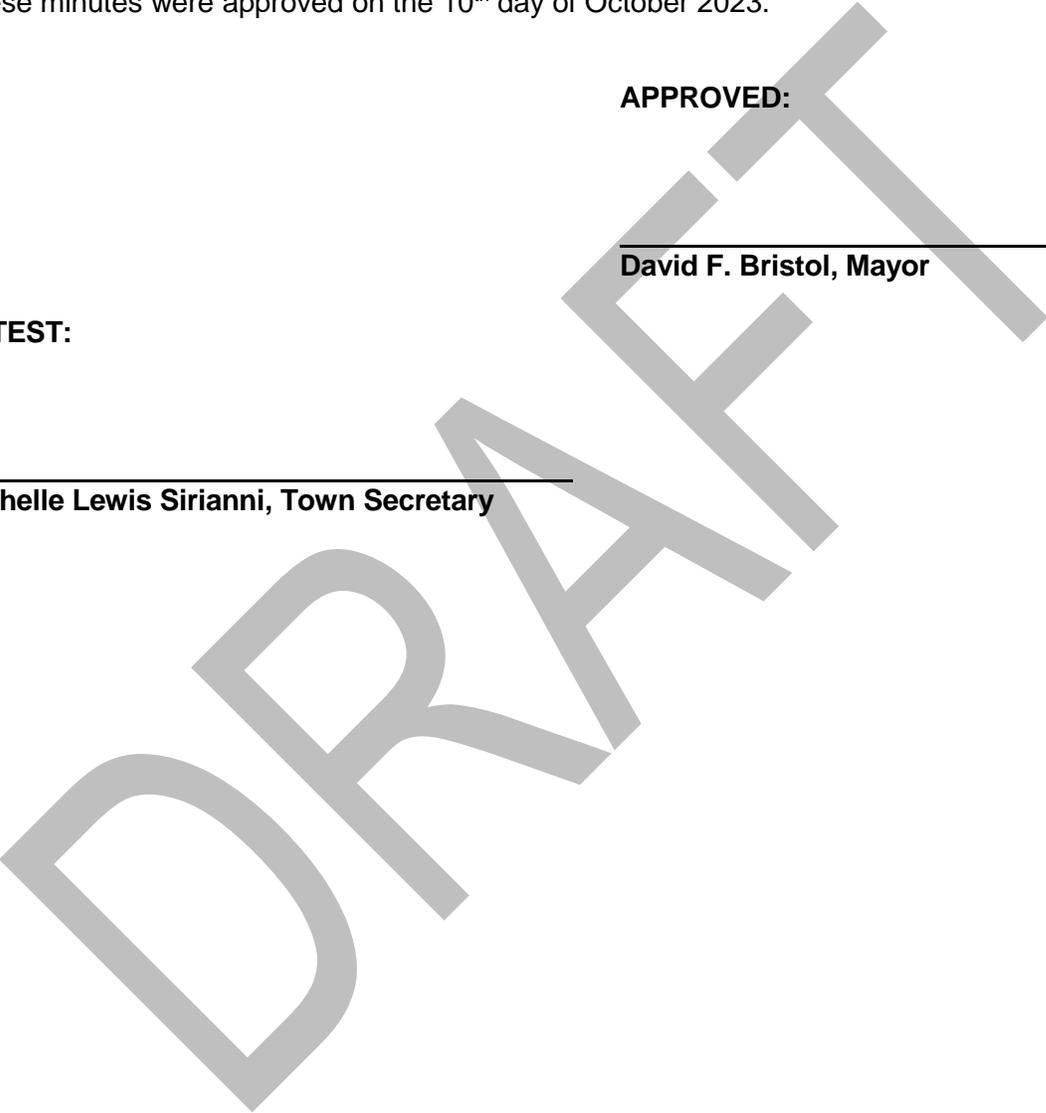
These minutes were approved on the 10th day of October 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary





FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: August 2023 Monthly Financial Report

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider acceptance of the August 2023 monthly financial report.

Description of Agenda Item:

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

The attached monthly financial report for August 2023 was prepared in the old format. This format is not particularly “user friendly” and staff is looking to reformat the monthly financial reports after the ERP software conversion.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Monthly Financial Report – August 31, 2023

Town Staff Recommendation:

Town staff recommends Town Council vote to accept submission of the monthly financial report for the period August 2023 in compliance with the requirements of the Town Charter.

Proposed Motion:

I move to accept the August 2023 Monthly Financial Report in compliance with charter requirements.



MONTHLY FINANCIAL REPORT

as of August 31, 2023

Cash/Budgetary Basis

Prepared by
Finance Department

October 10, 2023

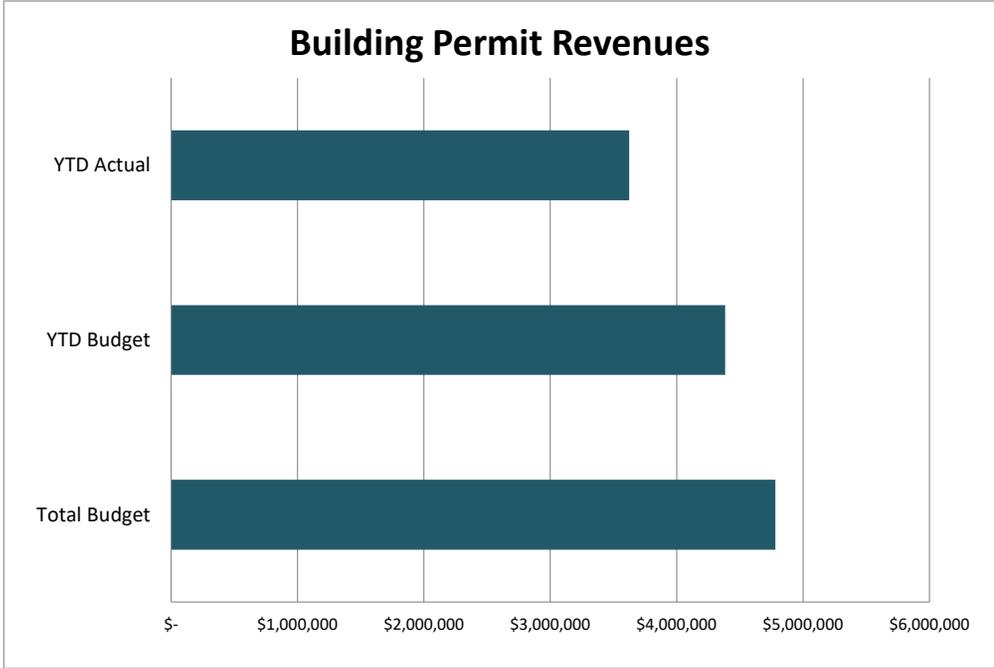
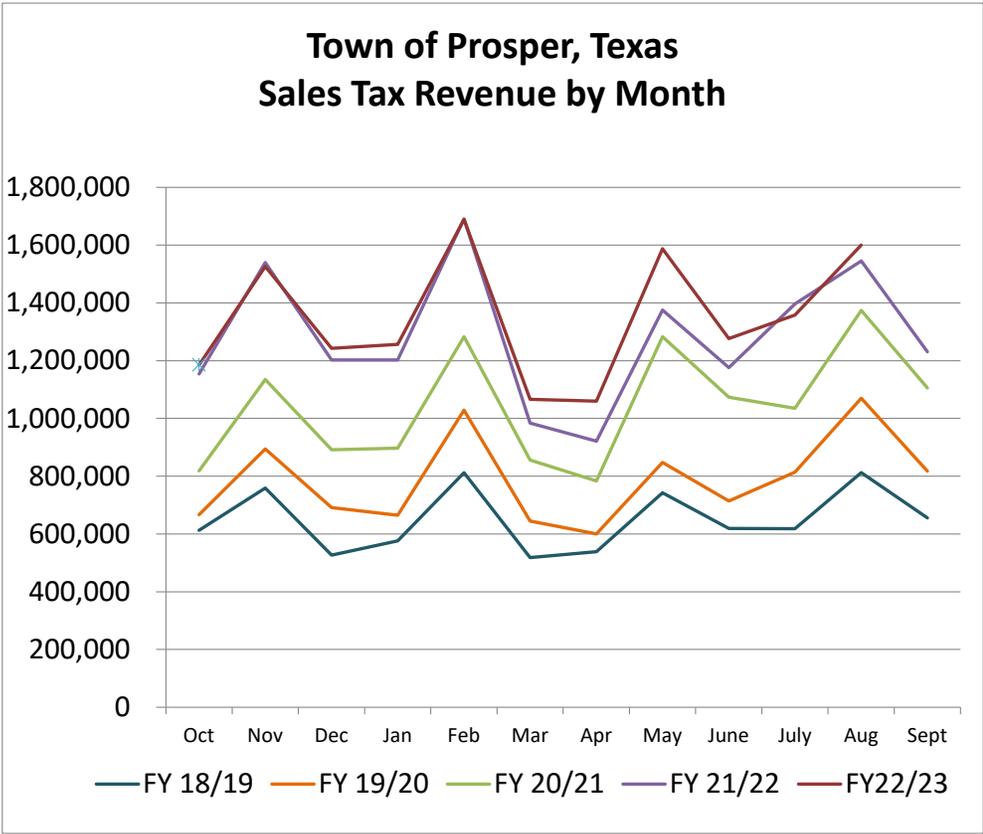
TOWN OF PROSPER, TEXAS

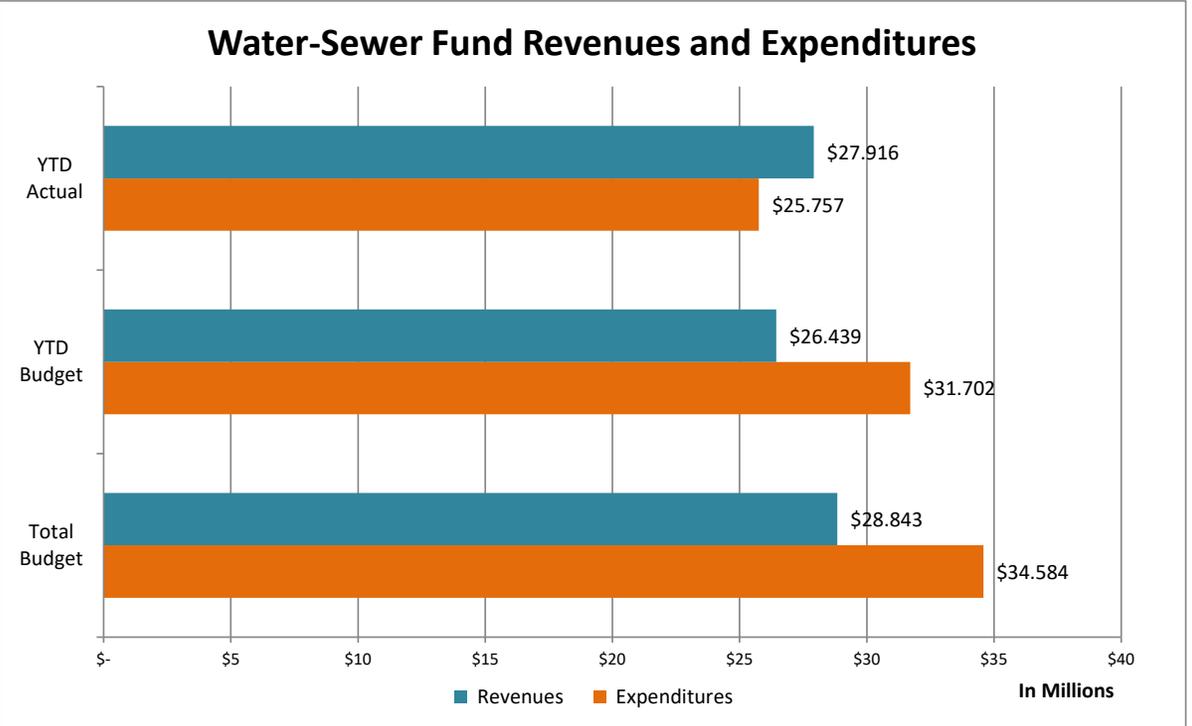
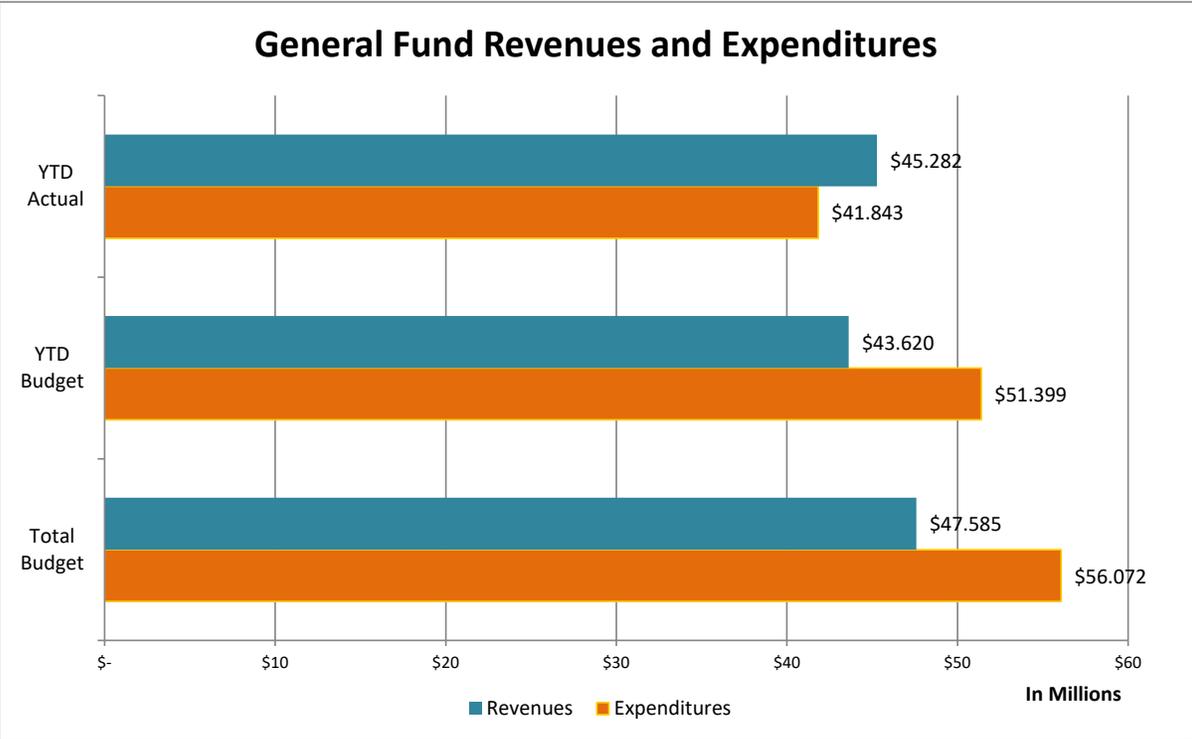
MONTHLY FINANCIAL REPORT

August 2023

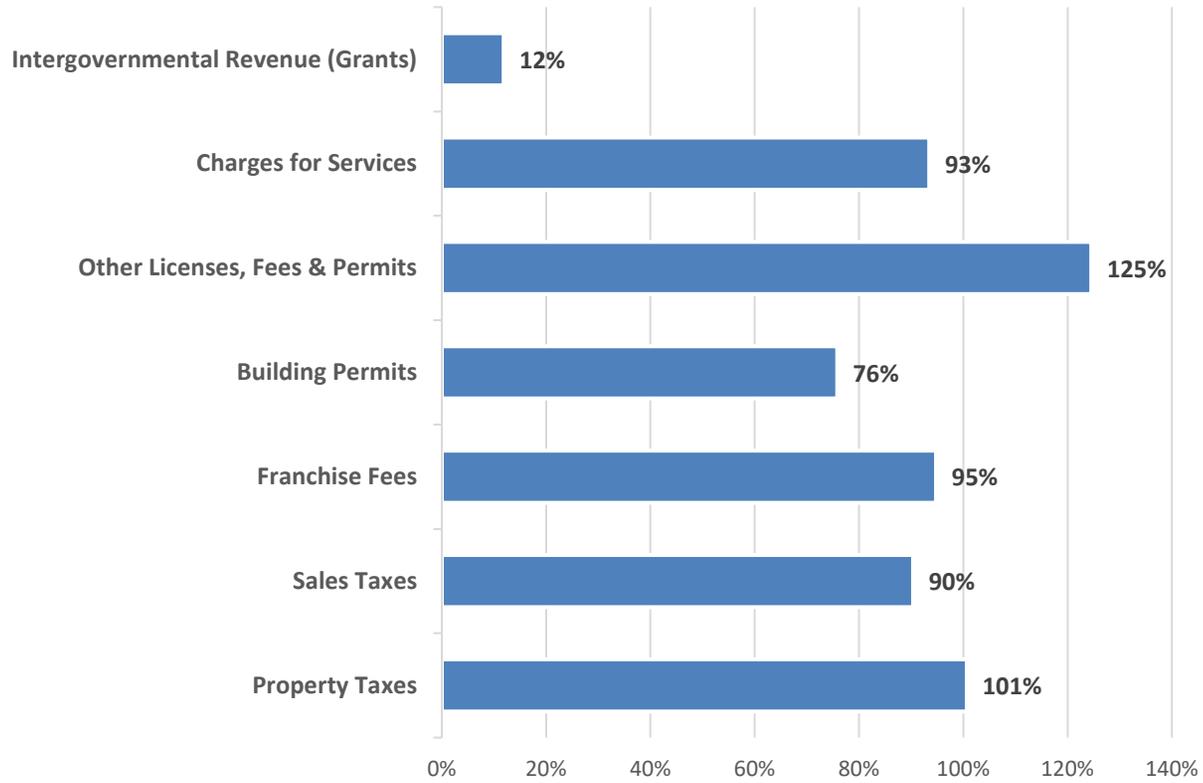
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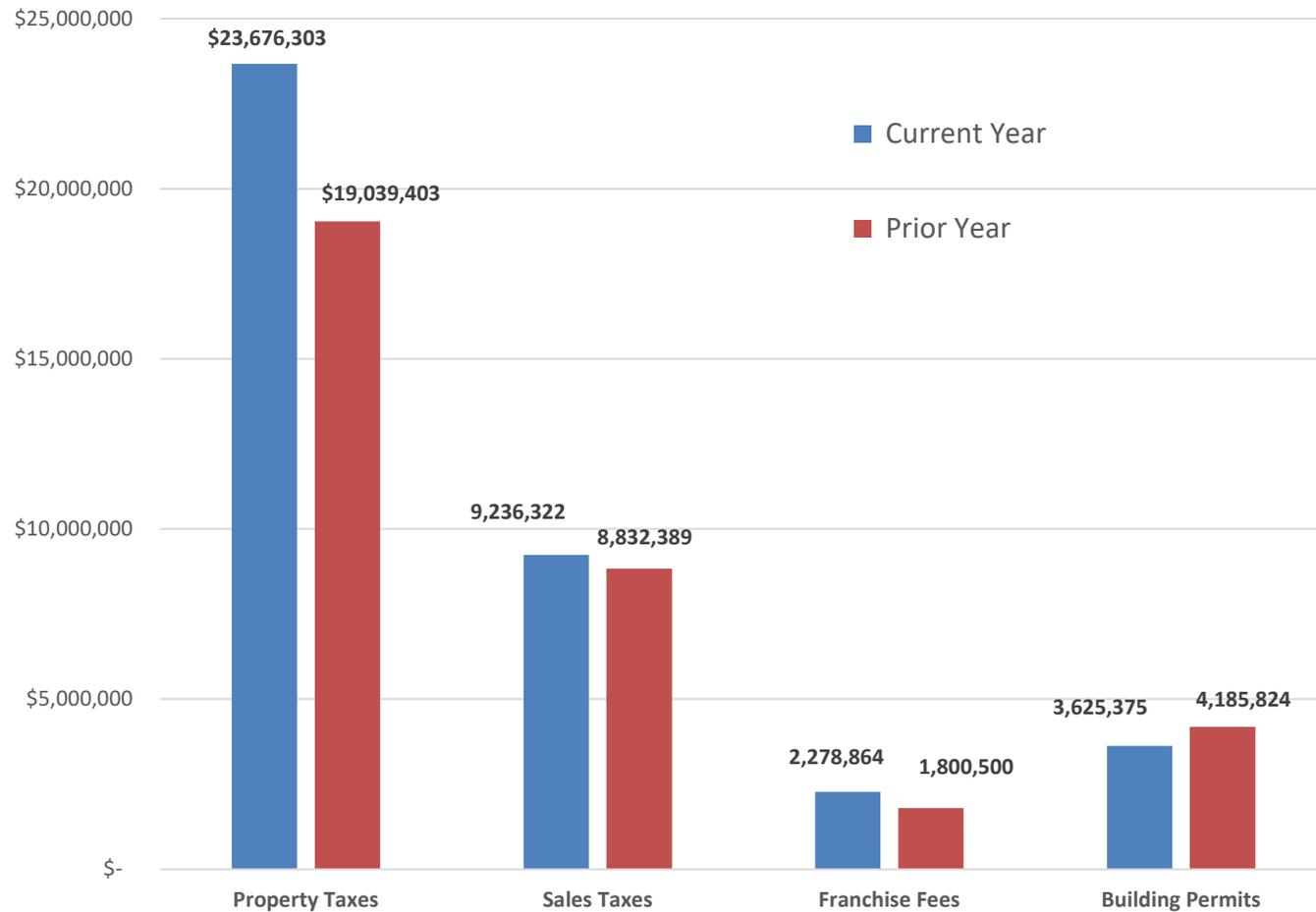


GENERAL FUND YTD REVENUE % OF ANNUAL BUDGET



GENERAL FUND REVENUE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 91.67%

WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 17,557,737	\$ 500,000	\$ 18,057,737	\$ 16,936,552	\$ -	\$ 1,121,185	94%		\$ 17,127,739	-1%
Sewer Charges for Services	9,462,990	200,000	9,662,990	9,421,971	-	241,019	98%		8,796,731	7%
Licenses, Fees & Permits	377,705	30,000	407,705	391,740	-	15,965	96%		366,569	7%
Utility Billing Penalties	186,900	-	186,900	177,307	-	9,593	95%		178,272	-1%
Interest Income	60,000	-	60,000	418,090	-	(358,090)	697%		40,637	929%
Other	467,427	-	467,427	570,173	-	(102,746)	122%		455,969	25%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 28,112,759	\$ 730,000	\$ 28,842,759	\$ 27,915,832	\$ -	\$ 926,927	97%		\$ 26,965,916	4%
EXPENDITURES										
Administration	\$ 1,558,936	\$ 199,091	\$ 1,758,027	\$ 1,269,635	\$ 34,416	\$ 453,976	74%		\$ 1,086,058	17%
Debt Service	4,354,465	-	4,354,465	4,434,036	-	(79,571)	102%	1	6,245,061	-29%
Water Purchases	9,605,940	-	9,605,940	8,844,847	-	761,093	92%		6,560,828	35%
Sewer Management Fee	3,854,505	-	3,854,505	3,878,571	-	(24,066)	101%		3,331,222	16%
Public Works	11,604,745	382,678	11,987,423	6,059,878	311,338	5,616,207	53%		5,275,014	15%
Transfer Out	2,877,339	146,650	3,023,989	1,269,933	-	1,754,056	42%		917,290	38%
Total Expenses	\$ 33,855,930	\$ 728,419	\$ 34,584,349	\$ 25,756,901	\$ 345,754	\$ 8,505,761	75%		\$ 23,415,473	10%
REVENUE OVER (UNDER) EXPENDITURES	\$ (5,743,171)	\$ 1,581	\$ (5,741,590)	\$ 2,158,931					\$ 3,550,444	
Beginning Working Capital October 1			12,669,408	12,669,408						
Ending Working Capital			<u>\$ 6,927,818</u>	<u>\$ 14,828,339</u>						

Notes

- 1 Annual debt service payments are made in February and August.
- 2 Minimum Ending Working Capital balance for FY23 = \$7,701,008 (25%).

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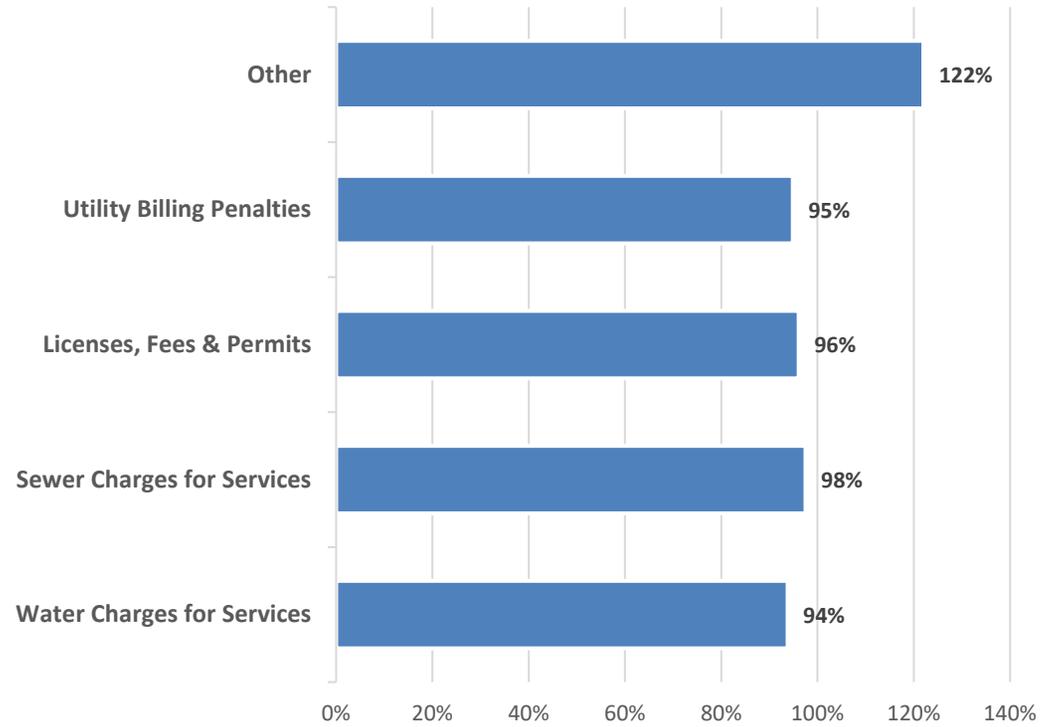
WATER-SEWER FUND

	Aug-23		Aug-22		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	12,596	11,890	11,790	11,053	7.19%
# of Accts Commercial	448	404	415	369	8.67%
Consumption-Residential	291,250,220	81,541,620	328,868,270	79,991,923	-8.82%
Consumption-Commercial	37,766,060	18,727,450	37,021,760	16,837,820	4.89%
Consumption-Commercial Irrigation	54,450,820		74,369,940		-26.78%
Avg Total Res Water Consumption	23,095		27,844		-17.06%
Billed (\$) Residential	\$ 2,001,277	\$ 735,341	\$ 2,335,858	\$ 703,705	-9.97%
Billed (\$) Commercial	\$ 347,338	\$ 146,655	\$ 339,347	\$ 134,089	4.34%
Billed (\$) Commercial Irrigation	\$ 503,681		\$ 700,616		-28.11%
Total Billed (\$)	\$ 2,852,296	\$ 881,997	\$ 3,375,821	\$ 837,794	-11.38%

	Average Total Residential Water Consumption by Month			
	FY2023	FY2022	Four Year	Cumulative
			Average	Average
October	20,110	16,543	14,882	14,882
November	11,190	11,256	10,010	24,892
December	6,273	7,850	7,663	32,554
January	8,049	6,936	6,159	38,713
February	5,914	7,385	6,618	45,331
March	5,839	6,006	6,335	51,665
April	10,053	8,613	8,838	60,503
May	14,092	13,130	10,904	71,407
June	14,281	13,330	13,121	84,527
July	16,992	22,900	17,334	101,861
August	23,095	27,840	22,933	124,794
September		15,450	18,824	143,618
TOTAL (gal)	135,888	157,239	143,618	

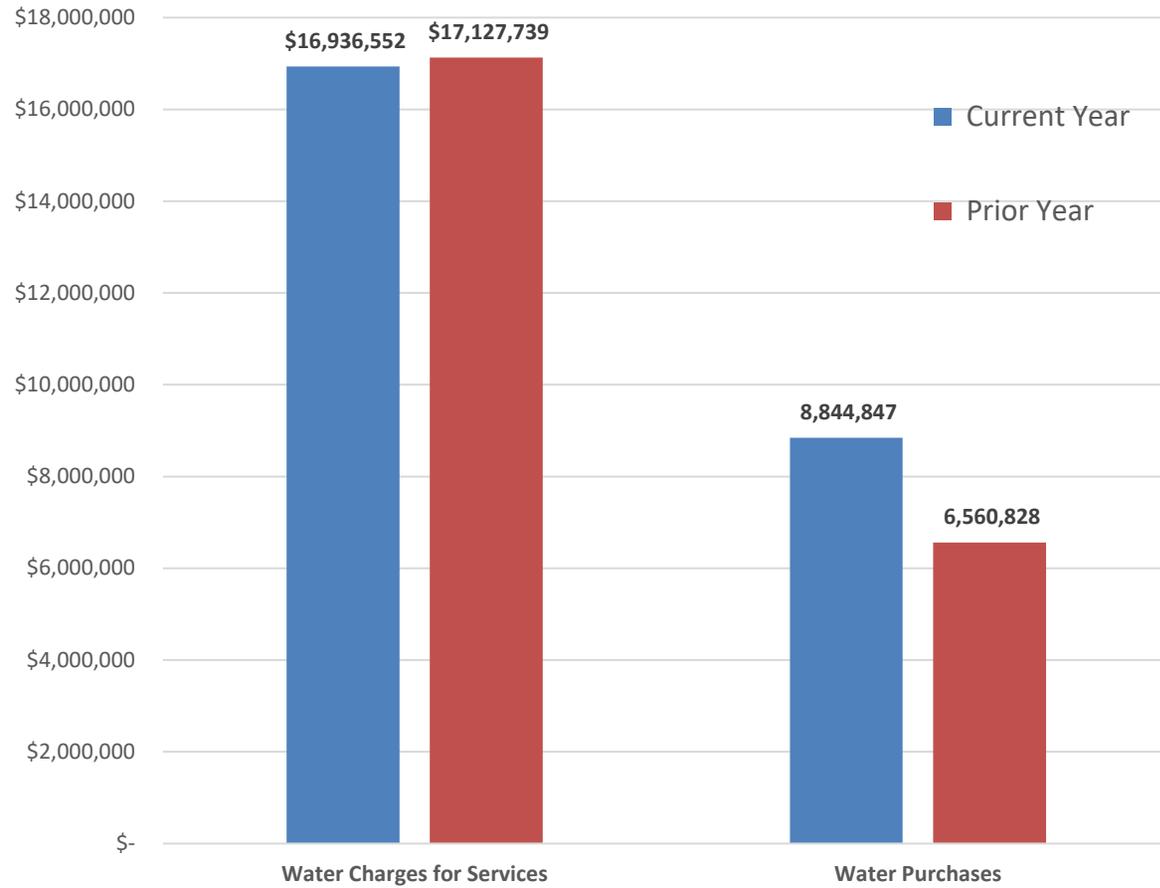
	Rainfall			
	FY2023	FY2022	Average	Cumulative
October	5.65	2.60	4.56	4.56
November	5.82	2.92	3.07	7.63
December	3.43	0.76	2.84	10.47
January	1.29	0.20	2.62	13.09
February	4.51	2.15	3.05	16.14
March	2.69	2.62	3.92	20.06
April	1.20	5.90	3.97	24.03
May	3.62	8.01	5.65	29.68
June	2.35	1.90	4.07	33.75
July	0.47	0.41	2.27	36.02
August	-	5.08	2.83	38.85
September		0.26	2.76	41.61
Annual	31.03	32.81	41.61	

WATER/SEWER REVENUE YTD % OF ANNUAL BUDGET



WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison

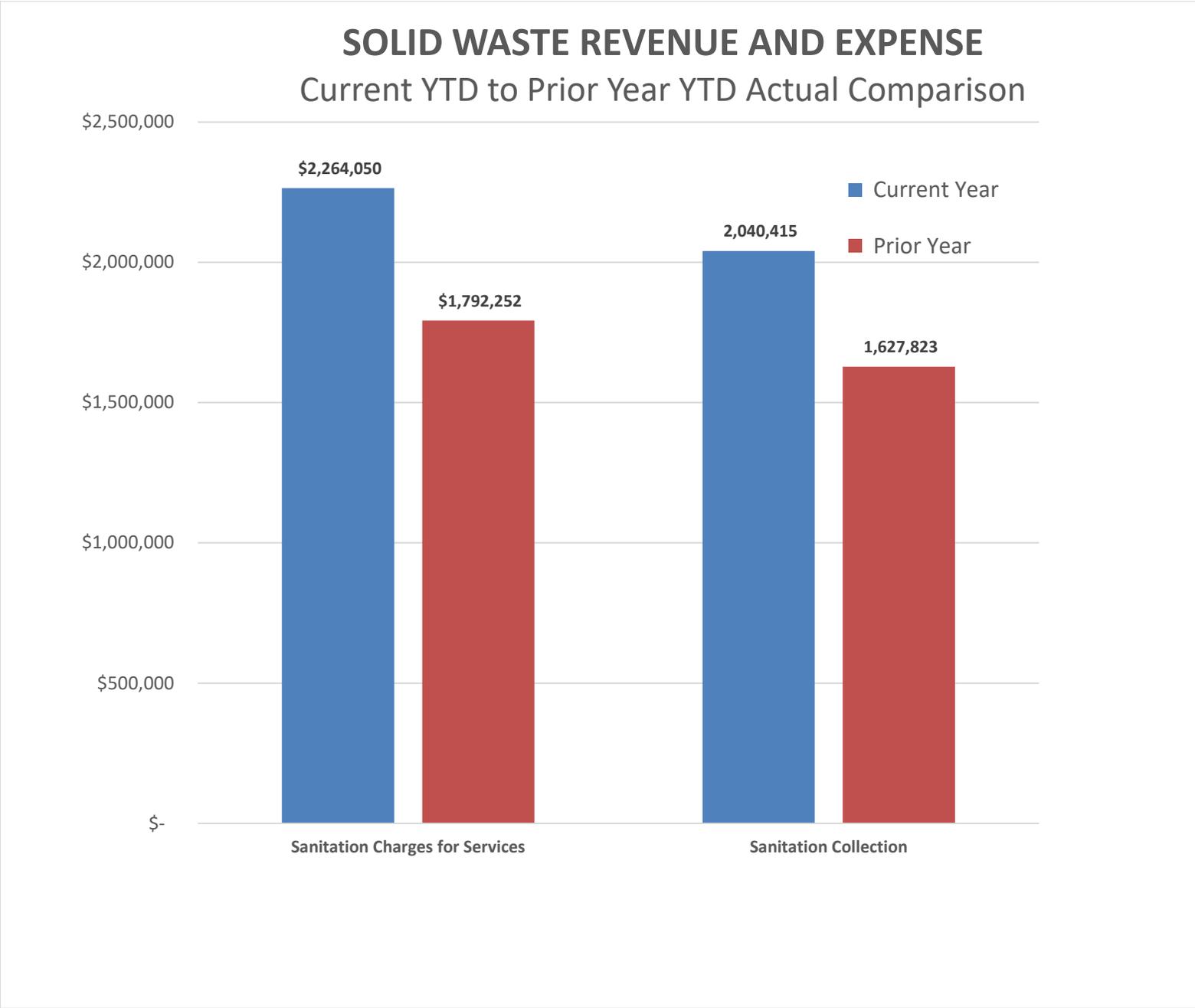


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SOLID WASTE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	\$ 2,158,200	\$ -	\$ 2,158,200	\$ 2,264,050	\$ -	\$ (105,850)	105%		\$ 1,792,252	26%
Interest Income	-	-	-	2,799	-	(2,799)	0%		-	0%
Transfer In	1,750,000	-	1,750,000	50,000	-	1,700,000	3%		-	0%
Total Revenues	\$ 3,908,200	\$ -	\$ 3,908,200	\$ 2,316,849	\$ -	\$ 1,591,351	59%		\$ 1,792,252	29%
EXPENDITURES										
Administration	\$ 1,750,000	\$ -	\$ 1,750,000	\$ 49,849	\$ 152	\$ 1,700,000	3%		\$ -	0%
Sanitation Collection	2,158,200	-	2,158,200	2,040,415	-	117,785	95%		1,627,823	25%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 3,908,200	\$ -	\$ 3,908,200	\$ 2,090,263	\$ 152	\$ 1,817,785	53%		\$ 1,627,823	28%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ 226,586					\$ 164,429	
Beginning Working Capital October 1				-	-					
Ending Working Capital			<u>\$ -</u>	<u>\$ 226,586</u>						

Notes



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DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ 170,756	\$ -	\$ (95,756)	228%		\$ 64,800	164%
Property Taxes-Current	12,605,972	-	12,605,972	13,127,025	-	(521,053)	104%	1	10,430,190	26%
Taxes-Penalties	-	-	-	43,340	-	(43,340)	0%		38,186	13%
Interest Income	20,000	-	20,000	138,013	-	(118,013)	690%		14,429	856%
Transfer In	-	-	-	-	-	-	0%		428,581	-100%
Total Revenues	\$ 12,700,972	\$ -	\$ 12,700,972	\$ 13,479,134	\$ -	\$ (778,162)	106%		\$ 10,976,186	23%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 9,500	-100%
Bond Administrative Fees	20,000	-	20,000	500	-	19,500	3%		2,805	-82%
2013 GO Refunding Bond	180,000	-	180,000	180,000	-	-	100%		175,000	3%
2014 GO Bond Payment	315,000	-	315,000	315,000	-	-	100%		305,000	3%
2015 GO Bond Payment	1,309,200	-	1,309,200	1,309,200	-	-	100%		1,220,300	7%
2015 CO Bond Payment	465,000	-	465,000	465,000	-	-	100%		445,000	4%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	80,000	-	80,000	80,000	-	-	100%		70,000	14%
2017 CO Debt Payment	85,000	-	85,000	85,000	-	-	100%	2	70,000	21%
2018 GO Debt Payment	145,000	-	145,000	145,000	-	-	100%		145,000	0%
2018 CO Debt Payment	475,000	-	475,000	475,000	-	-	100%		455,000	4%
2019 CO Debt Payment	399,806	-	399,806	399,806	-	-	100%		381,123	5%
2019 GO Debt Payment	160,000	-	160,000	160,000	-	-	100%		155,000	3%
2020 CO Debt Payment	255,000	-	255,000	255,000	-	-	100%		245,000	4%
2021 CO Debt Payment	245,000	-	245,000	245,000	-	-	100%		310,000	-21%
2021 GO Debt Payment	1,225,000	-	1,225,000	1,225,000	-	-	100%		1,925,000	-36%
2022 GO Debt Payment	1,890,000	-	1,890,000	1,890,000	-	-	100%		-	0%
Bond Interest Expense	5,662,157	-	5,662,157	5,594,880	-	67,277	99%		4,493,389	25%
Total Expenditures	\$ 12,911,163	\$ -	\$ 12,911,163	\$ 12,824,386	\$ -	\$ 86,777	99%		\$ 12,997,117	-1%
REVENUE OVER (UNDER) EXPENDITURES	\$ (210,191)	\$ -	\$ (210,191)	\$ 654,748					\$ (2,020,931)	
Beginning Fund Balance October 1			683,357	683,357					2,619,367	
Ending Fund Balance Current Month			<u>\$ 473,166</u>	<u>\$ 1,338,105</u>					<u>\$ 598,436</u>	

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

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 2,741,662	\$ -	\$ 2,741,662	\$ 2,462,233	\$ -	\$ 279,429	90%		\$ 2,343,292	5%
Interest Income	1,200	-	1,200	(1,290)	-	2,490	-108%		1,199	-208%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	<u>\$ 2,742,862</u>	<u>\$ -</u>	<u>\$ 2,742,862</u>	<u>\$ 2,460,943</u>	<u>\$ -</u>	<u>\$ 281,919</u>	<u>90%</u>		<u>\$ 2,344,491</u>	<u>5%</u>
EXPENDITURES										
Personnel	\$ 2,711,865	\$ -	\$ 2,711,865	\$ 2,579,145	\$ -	\$ 132,720	95%		\$ 1,912,002	35%
Other	1,200	-	1,200	(5,462)	-	6,662	-455%		520	-1151%
Total Expenditures	<u>\$ 2,713,065</u>	<u>\$ -</u>	<u>\$ 2,713,065</u>	<u>\$ 2,573,683</u>	<u>\$ -</u>	<u>\$ 139,382</u>	<u>95%</u>		<u>\$ 1,912,522</u>	<u>35%</u>
REVENUE OVER (UNDER) EXPENDITURES	\$ 29,797	\$ -	\$ 29,797	\$ (112,740)					\$ 431,969	
Beginning Fund Balance October 1			453,711	453,711					302,439	
Ending Fund Balance Current Month			<u>\$ 483,508</u>	<u>\$ 340,971</u>					<u>\$ 734,408</u>	

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

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 2,710,483	\$ -	\$ 2,710,483	\$ 2,459,875	\$ -	\$ 250,608	91%		\$ 2,338,686	5%
Interest Income	600	-	600	2,155	-	(1,555)	359%		797	170%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 2,711,083	\$ -	\$ 2,711,083	\$ 2,462,031	\$ -	\$ 249,052	91%		\$ 2,339,484	5%
EXPENDITURES										
Personnel	\$ 2,682,642	\$ -	\$ 2,682,642	\$ 2,381,206	\$ -	\$ 301,436	89%		\$ 2,003,593	19%
Other	2,400	-	2,400	(5,462)	-	7,862	-228%		520	-1151%
Total Expenditures	\$ 2,685,042	\$ -	\$ 2,685,042	\$ 2,375,743	\$ -	\$ 309,299	88%		\$ 2,004,113	19%
REVENUE OVER (UNDER) EXPENDITURES	\$ 26,041	\$ -	\$ 26,041	\$ 86,287					\$ 335,371	
Beginning Fund Balance October 1			457,409	457,409					203,982	
Ending Fund Balance Current Month			<u>\$ 483,450</u>	<u>\$ 543,696</u>					<u>\$ 539,353</u>	

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		6,692	-100%
Interest Income	25,000	-	25,000	169,071	-	(144,071)	676%		15,769	972%
Charges for Services	1,385,257	-	1,385,257	1,269,819	-	115,438	92%		1,072,681	18%
Total Revenue	\$ 1,560,257	\$ -	\$ 1,560,257	\$ 1,438,890	\$ -	\$ 121,367	92%		\$ 1,095,142	31%
EXPENDITURES										
Vehicle Replacement	\$ 754,100	\$ 69,135	\$ 823,235	\$ 137,570	\$ 567,705	\$ 117,960	86%		\$ 681,033	-80%
Equipment Replacement	170,906	-	170,906	9,461	170,387	(8,942)	105%		-	0%
Technology Replacement	293,200	120,277	413,477	125,090	212,548	75,839	82%		199,390	-37%
Total Expenditures	\$ 1,218,206	\$ 189,412	\$ 1,407,618	\$ 272,121	\$ 950,641	\$ 184,856	87%		\$ 880,423	-69%
REVENUE OVER (UNDER) EXPENDITURES	\$ 342,051	\$ (189,412)	\$ 152,639	\$ 1,166,769					\$ 214,719	
Beginning Fund Balance October 1			3,957,862	3,957,862					3,957,862	
Ending Fund Balance Current Month			<u>\$ 4,110,501</u>	<u>\$ 5,124,631</u>					<u>\$ 4,172,581</u>	

Notes

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STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 825,000	\$ -	\$ 825,000	\$ 790,632	\$ -	\$ 34,368	96%		\$ 733,298	8%
Drainage Review Fee	3,000	-	3,000	-	-	3,000	0%		7,978	-100%
Interest Income	1,800	-	1,800	(3,465)	-	5,265	-193%		1,473	-335%
Transfer In	-	-	-	-	-	-	0%		531,449	-100%
Other Revenue	-	-	-	2,096	-	(2,096)	0%		-	0%
Total Revenue	\$ 829,800	\$ -	\$ 829,800	\$ 789,264	\$ -	\$ 40,536	95%		\$ 1,274,199	-38%
EXPENDITURES										
Personnel Services	\$ 181,914	\$ -	\$ 181,914	\$ 152,319	\$ -	\$ 29,595	84%		\$ 134,188	14%
Debt Service	217,575	-	217,575	225,767	-	(8,192)	104%	2	771,693	-71%
Operating Expenditures	288,177	82,706	370,883	131,934	8,547	230,402	38%		70,839	86%
Transfers Out	107,996	-	107,996	98,996	-	9,000	92%	1	1,123,394	-91%
Total Expenses	\$ 795,662	\$ 82,706	\$ 878,368	\$ 609,016	\$ 8,547	\$ 260,806	70%		\$ 2,100,113	-71%
REVENUE OVER (UNDER) EXPENDITURES	\$ 34,138	\$ (82,706)	\$ (48,568)	\$ 180,248					\$ (825,915)	
Beginning Working Capital October 1			816,012	816,012					632,579	
Ending Working Capital Current Month			<u>\$ 767,444</u>	<u>\$ 996,260</u>					<u>\$ (193,336)</u>	

Notes

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

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	\$ 964,000	\$ -	\$ 964,000	\$ 205,514	\$ -	\$ 758,486	21%		\$ 755,378	-73%
Park Dedication - Transfers In	-	-	-	-	-	-	0%		-	0%
Park Improvements	873,000	-	873,000	144,000	-	729,000	16%		299,766	-52%
Contributions/Grants	200,550	-	200,550	200,550	-	-	100%		-	0%
Interest-Park Dedication	2,000	-	2,000	35,233	-	(33,233)	1762%		4,992	606%
Interest-Park Improvements	4,050	-	4,050	31,491	-	(27,441)	778%		4,322	629%
Total Revenue	\$ 2,043,600	\$ -	\$ 2,043,600	\$ 616,788	\$ -	\$ 1,426,812	30%		\$ 1,064,458	-42%
EXPENDITURES										
Pecan Grove Park	\$ -	\$ 798,971	\$ 798,971	\$ 749,736	\$ 97,810	\$ (48,575)	106%		\$ -	0%
Windsong Neighborhood Park	100,000	-	100,000	-	-	100,000	0%		-	0%
Capital (Misc. small projects)	-	-	-	-	-	-	0%		12,396	-100%
Transfers Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 100,000	\$ 798,971	\$ 898,971	\$ 749,736	\$ 97,810	\$ 51,425	94%		\$ 12,396	5948%
REVENUE OVER (UNDER) EXPENDITURES	\$ 1,943,600	\$ (798,971)	\$ 1,144,630	\$ (132,948)					\$ 1,052,062	
Beginning Fund Balance October 1			2,140,734	2,140,734						
Ending Fund Balance Current Month			<u>\$ 3,285,364</u>	<u>\$ 2,007,786</u>						

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Expected Year to Date Percent 91.67%

TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ 308,704	-100%
Wastewater Impact Fees	-	-	-	325,896	(325,896)	0%		610,020	-47%
East Thoroughfare Impact Fees	200,000	-	200,000	-	200,000	0%		1,826,931	-100%
Property Taxes - Town (Current)	824,243	-	824,243	810,076	14,167	98%		612,991	32%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	184,704	-	184,704	172,956	11,748	94%		144,308	20%
Sales Taxes - Town	1,024,068	-	1,024,068	847,097	176,971	83%		783,172	8%
Sales Taxes - EDC	857,656	-	857,656	709,444	148,212	83%		655,906	8%
Interest Income	6,000	-	6,000	72,474	(66,474)	1208%		5,892	1130%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,096,671	\$ -	\$ 3,096,671	\$ 2,937,942	\$ 158,729	95%		\$ 4,947,925	-41%
EXPENDITURES									
Professional Services	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	0%		\$ -	0%
Developer Rebate	3,090,671	-	3,090,671	3,607,318	(516,647)	117%		5,229,934	-31%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 3,096,671	\$ -	\$ 3,096,671	\$ 3,607,318	\$ (510,647)	116%		\$ 5,229,934	-31%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ (669,375)				\$ (282,009)	
Beginning Fund Balance October 1			1,392,520	1,392,520				301,260	
Ending Fund Balance Current Month			<u>\$ 1,392,520</u>	<u>\$ 723,145</u>				<u>\$ 19,251</u>	

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Expected Year to Date Percent 91.67%

TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	\$ 33,166	\$ -	\$ 33,166	\$ 33,061	\$ 105	100%		\$ 154,136	-79%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	7,432	-	7,432	7,059	373	95%		30,280	-77%
Sales Taxes - Town	-	-	-	-	-	0%		-	0%
Sales Taxes - EDC	-	-	-	-	-	0%		-	0%
Interest Income	75	-	75	1,468	(1,393)	1957%		131	1023%
Total Revenue	\$ 40,673	\$ -	\$ 40,673	\$ 41,587	\$ (914)	102%		\$ 184,548	-77%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Rebate	40,673	-	40,673	41,006	(333)	101%		184,549	-78%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 40,673	\$ -	\$ 40,673	\$ 41,006	\$ (333)	101%		\$ 184,549	-78%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 582				\$ (1)	
Beginning Fund Balance October 1			24,835	24,835				25,189	
Ending Fund Balance Current Month			<u>\$ 24,835</u>	<u>\$ 25,417</u>				<u>\$ 25,188</u>	

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WATER IMPACT FEES FUND

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								
Impact Fees Water	\$ 3,500,000	\$ -	\$ 3,500,000	\$ 3,115,882				
Interest Income	45,000	-	45,000	207,203				
Total Revenues	<u>\$ 3,545,000</u>	<u>\$ -</u>	<u>\$ 3,545,000</u>	<u>\$ 3,323,086</u>				
EXPENDITURES								
Developer Reimbursements								
Cambridge Park Estates	\$ -	\$ -	\$ -	\$ 180,350	\$ -	\$ (180,350)	\$ -	\$ (180,350)
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	639,029	(272,029)	-	(272,029)
Victory at Frontier Developer Reimb	42,000	42,000	-	42,000	88,636	(46,636)	-	(46,636)
Westside Developer Reimb	-	-	-	16,047	-	(16,047)	-	(16,047)
TVG Windsong Developer Reimb	625,000	625,000	-	625,000	1,083	623,917	-	623,917
Total Developer Reimbursements	<u>\$ 1,284,000</u>	<u>\$ 1,284,000</u>	<u>\$ -</u>	<u>\$ 1,284,000</u>	<u>\$ 925,146</u>	<u>\$ -</u>	<u>\$ 358,854</u>	<u>\$ -</u>
Capital Expenditures								
12" Water Line - DNT	\$ 200,000	\$ 24,250	\$ 85,042	\$ 109,292	\$ 32,323	\$ 53,697	\$ 23,272	\$ 90,708
Lower Pressure Plane Easements	1,500,000	1,400,000	-	1,400,000	95	-	1,399,905	-
Lower Pressure Plane	3,100,000	3,200,000	-	3,200,000	-	-	3,200,000	-
Impact Fee Study	100,000	-	-	-	8,959	91,041	(100,000)	-
Total Projects	<u>\$ 4,900,000</u>	<u>\$ 4,624,250</u>	<u>\$ 85,042</u>	<u>\$ 4,709,292</u>	<u>\$ 41,376</u>	<u>\$ 144,739</u>	<u>\$ 4,523,177</u>	<u>\$ 90,708</u>
Transfer to CIP Fund	-	-	-	-	-	-	-	-
Total Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 6,184,000</u>	<u>\$ 5,908,250</u>	<u>\$ 85,042</u>	<u>\$ 5,993,292</u>	<u>\$ 966,522</u>	<u>\$ 144,739</u>	<u>\$ 4,882,031</u>	<u>\$ 90,708</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (2,448,292)	\$ 2,356,564				
Beginning Fund Balance October 1			4,366,761	4,366,761				
Ending Fund Balance Current Month			<u>\$ 1,918,469</u>	<u>\$ 6,723,325</u>				

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WASTEWATER IMPACT FEES FUND

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								
Impact Fees Wastewater	\$ 1,750,000	\$ -	\$ 1,750,000	\$ 2,089,935				
Interest Income	14,625	-	14,625	98,847				
Upper Trinity Equity Fee	300,000	-	300,000	304,000				
Total Revenues	\$ 2,064,625	\$ -	\$ 2,064,625	\$ 2,492,782				
EXPENDITURES								
Developer Reimbursements								
TVG Westside Utility Developer Reimb	\$ 350,000	\$ -	\$ 350,000	\$ 251,704	\$ -	\$ 98,296	\$ -	\$ 98,296
Prosper Partners Utility Developer Reimb	100,000	-	100,000	-	-	100,000	-	100,000
Frontier Estates Developer Reimb	25,000	-	25,000	67,519	-	(42,519)	-	(42,519)
LaCima Developer Reimb	20,000	-	20,000	-	-	20,000	-	20,000
Brookhollow Developer Reimb	100,000	-	100,000	19,754	-	80,246	-	80,246
TVG Windsong Developer Reimb	700,000	-	700,000	400,946	-	299,054	-	299,054
All Storage Developer Reimb	50,000	-	50,000	9,030	-	40,970	-	40,970
Legacy Garden Developer Reimb	60,000	-	60,000	5,464	-	54,536	-	54,536
Total Developer Reimbursements	\$ 1,405,000	\$ -	\$ 1,405,000	\$ 754,417	\$ -	\$ 650,583	\$ -	\$ 650,583
Capital Expenditures								
Doe Branch Wastewater Lines	\$ 975,000	\$ 314,400	\$ 526,400	\$ 226,685	\$ 586,821	\$ (287,106)	\$ 48,600	\$ 112,894
Impact Fee Study	100,000	-	-	8,959	91,041	(100,000)	-	-
Total Projects	\$ 1,075,000	\$ 314,400	\$ 526,400	\$ 235,643	\$ 677,863	\$ (387,106)	\$ 48,600	\$ 112,894
Transfer to CIP Fund	-	-	-	-	-	-	-	-
Total Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 2,480,000	\$ 1,617,000	\$ 1,931,400	\$ 990,061	\$ 677,863	\$ 263,477	\$ 48,600	\$ 763,477
REVENUE OVER (UNDER) EXPENDITURES			\$ 133,225	\$ 1,502,721				
Beginning Fund Balance October 1			2,733,394	2,733,394				
Ending Fund Balance Current Month			<u>\$ 2,866,619</u>	<u>\$ 4,236,115</u>				

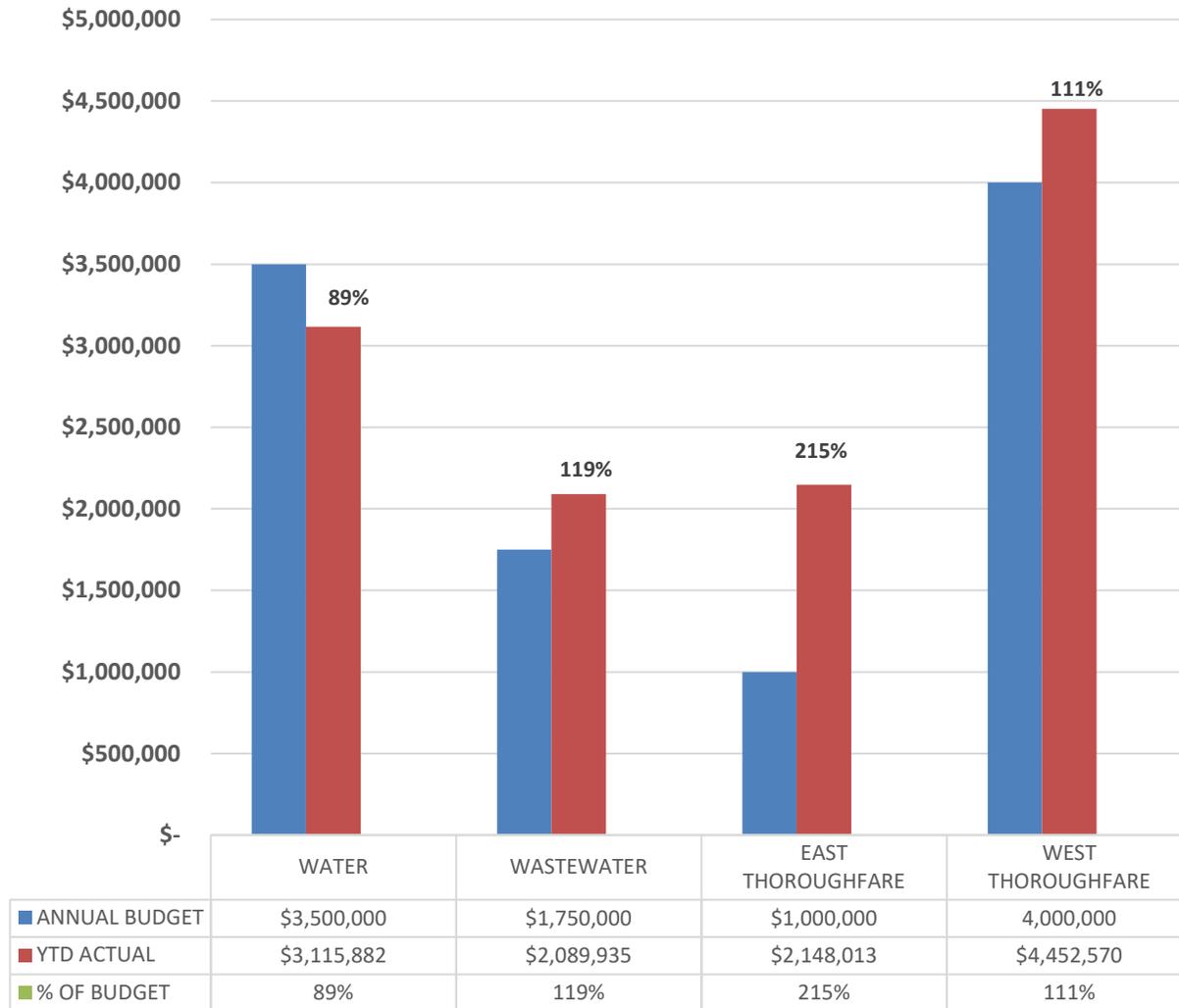
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THOROUGHFARE IMPACT FEES FUND

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								
East Thoroughfare Impact Fees	\$ 1,000,000	\$ -	\$ 1,000,000	\$ 2,148,013				
East Thoroughfare Other Revenue	-	-	-	-				
West Thoroughfare Impact Fees	4,000,000	-	4,000,000	4,452,570				
West Thoroughfare Other Revenue	-	-	-	-				
Interest-East Thoroughfare Impact Fees	14,000	-	14,000	102,355				
Interest-West Thoroughfare Impact Fees	45,000	-	45,000	155,700				
Total Revenues	\$ 5,059,000	\$ -	\$ 5,059,000	\$ 6,858,637				
EXPENDITURES								
East								
FM 1461 (SH289-CR 165)	\$ 175,000	\$ -	\$ 175,000	\$ 77,074	\$ -	\$ 97,927	\$ 154,147	\$ (56,221)
Coit Road (First - Frontier)	1,289,900	50,000	364,755	414,755	-	370,755	44,000	925,776
Impact Fee Study	50,000	-	-	-	4,118	45,882	(50,000)	-
Cambridge Park Estates	-	-	-	-	174,494	-	(174,494)	-
Transfer to Capital Project Fund	1,820,000	1,820,000	-	1,820,000	235,447	-	1,584,553	1,584,553
Total East	\$ 3,334,900	\$ 2,045,000	\$ 364,755	\$ 2,409,755	\$ 491,133	\$ 416,636	\$ 1,501,985	\$ 1,079,923
West								
Teel 380 Intersection Improvements	\$ 100,000	\$ -	\$ 1,000	\$ 1,000	\$ 400	\$ -	\$ 600	\$ 100,985
Fishtrap (Elem-DNT)	6,600,000	6,600,000	-	6,600,000	-	-	6,600,000	-
Parks at Legacy Developer Reimb	500,000	500,000	-	500,000	758,333	-	(258,333)	-
Star Trail Developer Reimb	1,500,000	1,500,000	-	1,500,000	2,788,750	-	(1,288,750)	-
Tellus Windsong Developer Reimb	750,000	750,000	-	750,000	12,833	-	737,168	-
Legacy Garden Developer Reimb	200,000	200,000	-	200,000	-	-	200,000	-
Impact Fee Study	50,000	-	-	-	4,118	45,882	(50,000)	-
Transfer to Capital Project Fund	-	-	-	-	31,025	-	(31,025)	-
Total West	\$ 9,700,000	\$ 9,550,000	\$ 1,000	\$ 9,551,000	\$ 3,595,459	\$ 45,882	\$ 5,909,660	\$ 100,985
Total Expenditures	\$ 13,034,900	\$ 11,595,000	\$ 365,755	\$ 11,960,755	\$ 4,086,592	\$ 462,518	\$ 7,411,645	\$ 1,180,908
REVENUE OVER (UNDER) EXPENDITURES			\$ (6,901,755)	\$ 2,772,045				
Beginning Fund Balance October 1			10,678,812	10,678,812				
Ending Fund Balance Current Month			\$ 3,777,058	\$ 13,450,857				

IMPACT FEE REVENUE

YTD Actual to Annual Budget



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SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
Police Donation Revenue	\$ 15,500	\$ -	\$ 15,500	\$ 21,656	\$ -	\$ (6,156)	140%		\$ 16,406	32%
Fire Donation Revenue	15,500	-	15,500	14,251	-	1,249	92%		16,231	-12%
Child Safety Revenue	28,000	-	28,000	20,956	-	7,044	75%		21,614	-3%
Court Security Revenue	8,000	-	8,000	10,681	-	(2,681)	134%		6,794	57%
Court Technology Revenue	7,650	-	7,650	8,870	-	(1,220)	116%		5,704	55%
Municipal Jury revenue	150	-	150	212	-	(62)	141%		132	60%
Interest Income	2,425	-	2,425	33,819	-	(31,394)	1395%		2,621	1190%
Interest Income CARES/ARPA Funds	-	-	-	213,655	-	(213,655)	0%		11,950	1688%
Tree Mitigation	-	-	-	1,298,694	-	(1,298,694)	0%		22,400	5698%
Escrow Income	-	-	-	673,667	-	(673,667)	0%		-	0%
Cash Seizure Forfeit	-	-	-	12,070	-	(12,070)	0%		-	0%
Miscellaneous	3,000	-	3,000	2,416	-	584	81%		2,997	-19%
CARES Act/ARPA Funding	3,045,165	-	3,045,165	-	-	3,045,165	0%		6,018	-100%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,125,390	\$ -	\$ 3,125,390	\$ 2,310,945	\$ -	\$ 814,445	74%		\$ 112,867	1947%
EXPENDITURES										
LEOSE Expenditure	\$ 17,500	\$ -	\$ 17,500	\$ 5,050	\$ -	\$ 12,450	29%		\$ -	0%
Court Technology Expense	-	-	-	-	-	-	0%		10,688	-100%
Court Security Expense	15,675	-	15,675	50	-	15,625	0%		1,068	-95%
Police Donation Expense	38,740	-	38,740	18,322	14,462	5,956	85%		24,425	-25%
Fire Donation Expense	5,387	5,000	10,387	8,546	-	1,841	82%		-	0%
Child Safety Expense	39,761	19,985	59,746	22,238	-	37,508	37%		23,486	-5%
Tree Mitigation Expense	-	-	-	-	-	-	0%		33,600	-100%
Police Seizure Expense	12,995	-	12,995	4,647	-	-	36%		-	0%
CARES Act/ARPA Funding	-	-	-	-	-	-	0%		-	0%
Transfer Out (Tree Mitigation funds)	-	-	-	-	-	-	0%		366,400	-100%
Transfer Out (Escrow Funds)	-	-	-	673,667	-	(673,667)	0%		-	0%
Total Expenses	\$ 130,058	\$ 24,985	\$ 155,043	\$ 732,520	\$ 14,462	\$ (600,288)	482%		\$ 459,667	59%
REVENUE OVER (UNDER) EXPENDITURES	\$ 2,995,332	\$ (24,985)	\$ 2,970,347	\$ 1,578,425					\$ (346,800)	
Beginning Fund Balance October 1			817,219	817,219					567,535	
Ending Fund Balance Current Month			<u>\$ 3,787,566</u>	<u>\$ 2,395,644</u>					<u>\$ 220,735</u>	

Notes

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CAPITAL PROJECTS FUND - 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		-	1,700,000	1,700,000	-				
Bond Proceeds		-	-	-	-				
Interest Income		-	-	-	1,679,915				
Other Revenue		-	-	-	5,460				
Transfers In - General Fund		-	1,000,000	1,000,000	5,835,364				
Transfers In - Impact Fee Funds		-	-	-	266,472				
Transfers In - Escrows		-	-	-	673,667				
*Transfers In/Out - Bond Funds		-	-	-	-				
Total Revenues		\$ -	\$ 2,700,000	\$ 2,700,000	\$ 8,460,878				
EXPENDITURES									
Frontier Parkway BNSF Overpass	\$ 9,402,125	\$ -	\$ -	\$ -	\$ 56,849	\$ -	\$ (56,849)	\$ 9,345,276	\$ -
West Prosper Roads	14,168,828	-	-	-	-	-	-	14,017,321	151,507
BNSF Quiet Zone First/Fifth	145,000	-	4,950	4,950	4,218	-	732	17,146	123,636
Coit Rd (First-Frontier) 4 Lns	800,000	-	-	-	649	-	(649)	-	799,351
First St (DNT to Coleman)	5,786,567	-	1,584,883	1,584,883	467,671	378,717	738,496	1,540,745	3,399,434
First Street (Elem-DNT) 4 Lanes	30,807,380	-	26,870,802	26,870,802	733,106	26,222,708	(85,012)	3,127,872	723,694
Preston Road / First Street Dual Left Turns (Design & Construct	900,000	-	-	-	-	93,000	(93,000)	-	807,000
First St (Coit-Custer) 4 Lanes	27,260,000	-	22,840,969	22,840,969	9,762,467	13,255,431	(176,928)	2,744,075	1,498,028
Preston/Prosper Trail Turn Lane	900,000	-	-	-	116,879	52,067	(168,946)	-	731,054
Craig Street (Preston-Fifth)	450,000	-	148,005	148,005	137,478	23,028	(12,500)	175,595	113,900
First Street Section 1 & 4	778,900	-	5,000	5,000	5,000	-	-	382,323	391,577
First Street (Teel - Gee Road)	6,425,000	-	6,025,000	6,025,000	2,137,543	4,056,288	(168,832)	247	230,921
Gee Road (First Street - Windsong)	4,948,793	-	4,169,579	4,169,579	2,875,122	2,582,567	(1,288,110)	4,052	(512,949)
Teel (US 380 Intersection Improvements)	1,380,000	-	200,000	200,000	1,323,223	-	(1,123,223)	106,198	(49,421)
Coleman (Gorgeous - Prosper Trail)	1,500,000	-	740,906	740,906	405,902	335,004	-	120,534	638,561
Coleman (Prosper Trail - PHS)	720,000	-	-	-	-	-	-	-	720,000
Legacy (Prairie - First Street)	1,425,000	-	1,133,307	1,133,307	409,838	152,219	571,250	235,694	627,250
Coit/US 380 SB Turn Lanes	300,000	-	-	-	21,200	28,800	(50,000)	-	250,000
Parvin (FM 1385 - Legacy)	500,000	-	-	-	500,000	-	(500,000)	-	-
Safety Way	800,000	-	800,000	800,000	-	-	800,000	-	800,000
Gorgeous/McKinley	700,000	-	700,000	700,000	-	-	700,000	-	700,000
Renaming of Fishtrap Road to W. First Street	80,000	-	-	-	2,877	-	(2,877)	-	77,123
Gee Road (US 380-FM 1385)	1,700,000	-	1,700,000	1,700,000	399	1,655,000	44,601	-	44,601
Frontier (Legacy-DNT)	300,000	-	-	-	300,000	-	(300,000)	-	-
First Street (Coleman)	500,000	-	500,000	500,000	209	496,549	3,242	-	3,242
PW Road Improvements	867,927	-	-	-	-	867,927	(867,927)	-	(0)
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes (Design)	750,000	-	135,700	135,700	104,015	33,550	(1,865)	82,943	529,492
Total Street Projects	\$ 114,295,520	\$ -	\$ 67,559,101	\$ 67,559,101	\$ 19,364,645	\$ 50,232,854	\$ (2,038,397)	\$ 31,900,019	\$ 12,798,003
Turf Irrigation SH289									
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
Tanner's Mill Phase 2 Design	1,396,400	-	688,651	688,651	685,039	4,000	(388)	696,070	11,291
Lakewood Preserve, Phase 2	3,845,000	-	-	-	-	131,477	(131,477)	-	3,713,523
Pecan Grove Ph II	907,500	-	4,352	4,352	1,393	2,959	-	66,105	837,043
Downtown Pond Improvements	120,000	-	-	-	-	-	-	11,760	108,240
Raymond Community Park	1,200,000	-	936,986	936,986	175,751	761,236	-	154,672	108,342
Coleman Median Landscape (Victory-Prosper)	650,000	-	432,358	432,358	435,028	4,452	(7,122)	19,783	190,737
Prosper Trail Median Landscape	275,000	-	146,481	146,481	143,371	6,043	(2,934)	7,352	118,234
Total Park Projects	\$ 10,033,150	\$ -	\$ 2,208,828	\$ 2,208,828	\$ 1,440,582	\$ 910,167	\$ (141,922)	\$ 1,804,685	\$ 5,877,715

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CAPITAL PROJECTS FUND - 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
PD Car Camera and Body worn Camera System	\$ 387,225	\$ -	\$ 17,000	\$ 17,000	\$ 14,500	\$ 2,500	\$ -	\$ -	\$ 370,225
Station #3 Quint Engine	1,495,000	-	118,273	118,273	49,322	43,335	25,616	1,376,727	25,616
Station #3 Ambulance	495,000	-	79,251	79,251	5,746	30,827	42,677	415,749	42,677
Park Ops Vehicle	27,035	-	-	-	23,242	-	(23,242)	-	3,793
Awnings for Storage	19,800	-	300	300	-	300	-	11,100	8,400
Public Safety Complex, Phase 2-Design	1,578,290	-	205,380	205,380	185,374	19,396	610	1,373,520	-
Public Safety Complex, Phase 2-Dev Costs	647,325	-	555,818	555,818	24,173	8,375	523,270	91,507	523,270
Public Safety Complex, Phase 2-Construction	14,500,000	-	8,903,575	8,903,575	8,817,585	85,856	134	5,596,425	134
Public Safety Complex, Phase 2-FFE	1,274,385	-	1,224,224	1,224,224	949,318	19,857	255,049	50,161	255,049
Fire Engine Station 4 - FUNDS REALLOCATED	1,100,000	-	-	-	-	-	-	-	1,100,000
Fire Station #4 - Design	600,000	-	285,616	285,616	135,048	150,568	-	337,939	(23,555)
Fire Station #4 - Engine	1,250,000	-	117,557	117,557	48,031	7,257	62,270	1,132,443	62,270
Fire Station #4 - Ambulance	552,000	-	509,445	509,445	7,794	449,717	51,934	42,555	51,934
Fire Station #4 - Other Costs	400,000	-	-	-	-	-	-	8,250	391,750
Total Facility Projects	\$ 24,326,060	\$ -	\$ 12,016,439	\$ 12,016,439	\$ 10,260,133	\$ 817,988	\$ 938,318	\$ 10,436,376	\$ 2,811,563
Transfer Out	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ 148,654,730	\$ -	\$ 81,784,368	\$ 81,784,368	\$ 31,065,361	\$ 51,961,009	\$ (1,242,001)	\$ 44,141,080	\$ 21,487,281
REVENUE OVER (UNDER) EXPENDITURES				\$ (79,084,368)	\$ (22,604,482)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				77,609,702	77,609,702				
Ending Fund Balance (Restricted for Capital Projects) Current Month				\$ (1,474,666)	\$ 55,005,220				

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

CAPITAL PROJECTS FUND-WATER/SEWER

Project	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES								
Interest Income	\$ -	\$ -	\$ -	\$ 866,636				
Bond Proceeds	-	-	-	-				
Transfers In	-	146,650	146,650	186,539				
Transfers In - Impact Fee Funds	-	-	-	-				
Transfers In - Bond Funds	-	-	-	-				
Total Revenues	\$ -	\$ 146,650	\$ 146,650	\$ 1,053,175				
EXPENDITURES								
Lower Pressure Plane Pump Station Design	\$ 24,331,100	\$ -	\$ 16,204,853	\$ 16,204,853	\$ 7,244,629	\$ 9,093,843	\$ (133,620)	\$ 1,701,715
Custer Rd Meter Station/Water Line Relocation	3,869,563	-	826	826	48,276	-	(47,450)	3,832,735
Upper Doe Branch WW Line (Teel-PISD Stadium)	25,000	-	-	-	-	-	-	25,000
DNT Water Line Relocation (US 380 - First St)	146,650	-	146,650	146,650	146,650	-	-	-
Water Line Relocation Frontier	400,000	-	398,239	398,239	184,498	217,560	(3,819)	2,041
Total Water & Wastewater Projects	\$ 28,772,313	\$ -	\$ 16,750,568	\$ 16,750,568	\$ 7,477,403	\$ 9,458,053	\$ (184,889)	\$ 5,536,490
Frontier Park/Preston Lakes Drainage	\$ 1,085,000	\$ -	\$ 148,379	\$ 148,379	\$ 140,960	\$ -	\$ 7,419	\$ 648,022
Old Town Regional Pond #2	385,000	-	17,114	17,114	-	17,114	-	31,210
Total Drainage Projects	\$ 1,470,000	\$ -	\$ 165,493	\$ 165,493	\$ 140,960	\$ 17,114	\$ 7,419	\$ 679,232
Transfer out	-	-	-	-	-	-	-	-
Total Expenses	\$ 30,242,313	\$ -	\$ 16,916,060	\$ 16,916,060	\$ 7,618,363	\$ 9,475,167	\$ (177,470)	\$ 6,215,722
REVENUE OVER (UNDER) EXPENDITURES			\$ (16,769,410)	\$ (6,565,188)				
Beginning Fund Balance (Restricted for Capital Projects) October 1			40,601,835	40,601,835				
Ending Fund Balance (Restricted for Capital Projects) Current Month			\$ 23,832,425	\$ 34,036,647				



Facilities Management

To: Mayor and Town Council

From: Robert Cook, Facilities Manager

Through: Chuck Ewings, Assistant Town Manager

Re: Custodial Contract

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon awarding RFP No. 2023-27-A to UBM Enterprises Inc. related to custodial services for Town facilities; and authorizing the Town Manager to execute a contract for services for the same.

Description of Agenda Item:

The TDI contract for facilities management was not renewed and the Town must contract a custodial service. Staff received and reviewed 16 proposals and recommends UBM enterprises to provide custodial services. This contract will cover Town Hall, Police Department, Fire Services, the Parks Administration, and Public Works buildings.

The previous contract cost was \$170,490 annually, the proposed contract cost of \$157,004.28 provides some savings.

Budget Impact:

The budget impact for the contract will be \$157,004.28 from Facilities budget, 100-5480-50-05. This contract is for one year with 4 automatic renewals unless terminated by the Town.

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 for Services

Town Staff Recommendation:

Town Staff recommends awarding RFP No. 2023-27-A to UBM Enterprises Inc. related to custodial services for Town facilities; and authorizing the Town Manager to execute a contract for services for the same.

Proposed Motion:

I move to approve awarding RFP No. 2023-27-A to UBM Enterprises Inc. related to custodial services for Town facilities; and authorizing the Town Manager to execute a contract for services for the same.

**TOWN OF PROSPER
CONTRACT FOR SERVICES
RFP NO. 2023-27-A
CUSTODIAL SERVICES**

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

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: RFP 2023-27-A Custodial Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one-year from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.
5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.
7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.
8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.
9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.
10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

UBM Enterprise, Inc
 Jae Song, Chief Operating Officer
 11102 Ables LN
 Dallas, TX 75229
Jae.song@ubmhq.com

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

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

AGREED TO BY:

UBM ENTERPRISE, INC

By: 
 Jae Song
 Chief Operating Officer

Date: 9/15/2023

TOWN OF PROSPER, TEXAS

By: _____
 Mario Canizares
 Town Manager

Date: _____

Exhibit A
Request for Proposal



2023-27-A Addendum 1

Custodial Services

Issue Date: 7/30/2023

Questions Deadline: 8/15/2023 12:00 PM (CT)

Response Deadline: 8/22/2023 02:00 PM (CT)

Contact Information

Contact: Jay Carter Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcarter@prospertx.gov

Event Information

Item 5.

Number: 2023-27-A Addendum 1
Title: Custodial Services
Type: Request for Proposals
Issue Date: 7/30/2023
Question Deadline: 8/15/2023 12:00 PM (CT)
Response Deadline: 8/22/2023 02:00 PM (CT)
Notes:

This Town of Prosper is requesting proposals for Custodial Services for various facilities. This is a one-year agreement and with four (4) optional one (1) year renewals at mutual agreement of the Town and the Vendor.

The questions deadline for this proposal is August 15, 2023, at 12:00 PM CT. Proposals are due August 22, 2023, by 2PM and can be submitted through IonWave. The names of the vendors that have submitted a proposal will be read at 3PM on August 22, 2023. Please use the following meeting link if you are interested:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 214 239 149 302
Passcode: WEeMQf

MANDATORY SITE VISITS

Mandatory site visits are required prior to submitting a proposal and will be conducted by a Facility Staff member on **August 9, 2023, and August 10, 2023, at 8:30 AM CT. Vendors must attend one of the two times offered.** Sign in is required. All sites must be visited and conducted by a Facilities Staff member. Bids will only be accepted from vendors who have visited all of the sites and whose names are on the sign in sheets. The mandatory site visit will start with a pre-bid meeting at Town of Prosper Town Hall, 250 W. First Street, Prosper, TX 75078 in the Foyer at 8:30 AM.

Ship To Information

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

Billing Information

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

Bid Attachments

2023-27-A Addendum #1.pdf

2023-27-A Addendum #1

[Download](#)

2023-27-A RFP for Custodial Services Updated 7-31-2023.pdf

2023-27-A RFP for Custodial Services Updated 7-31-2023

[Download](#)

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

Insurance Requirements for General Services

[Download](#)

Standard Terms and Conditions for Procurements V 4-24-20.pdf

Standard Terms and Conditions for Procurements

[Download](#)

Conflict of Interest Questionnaire - fillable.pdf

Conflict of Interest Questionnaire

[Download](#)

References Worksheet - fillable.pdf

References Worksheet

[Download](#)

Standard Contract for Services Version 05-25-2022.pdf

Example of Standard Contract for Services Version 05-25-2022

[Download](#)

Requested Attachments

Proposal

(Attachment required)

Please ensure that you provide all required information, including all attachments, combined and uploaded as a single document.

Bid Attributes

1 Terms and Conditions Acknowledgement

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

I Agree

(Required: Check if applicable)

2 Certification

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

I Agree

(Required: Check if applicable)

3 Addendum No. 1

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

I Agree

(Optional: Check if applicable)

4 Addendum No. 2 Item 5.

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

I Agree
(Optional: Check if applicable)

5 Addendum No. 3

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

I Agree
(Optional: Check if applicable)

Bid Lines

1 Package Header

Base Bid

Quantity: 1 UOM: EA Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Package Items

1.1 Prosper Town Hall
(Response required)

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.2 Prosper Public Library
(Response required)

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.3 Central Fire Station #1
(Response required)

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.4 Line deleted as part of an Addendum

1.5 Fire Station #2
(Response required)

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.6 Fire Station #3
(Response required)

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.7 Parks Admin Offices
(Response required)

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.8 Parks Recreation Offices
(Response required)

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.9 Parks Operations Offices
(Response required)

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.10 Police Department
(Response required)

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.11 Public Works Complex
(Response required)

Item 5.

Quantity: 12 UOM: Month Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2 Additional day porter services during business hours as needed per person per hour
(Response required • Line excluded from response total)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3 Additional cleanup services after hours as needed or for special events - per person per hour
(Response required • Line excluded from response total)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4 Upholstery shampooing per chair
(Response required • Line excluded from response total)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

5 Upholstery shampooing per couch
(Response required • Line excluded from response total)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

6 Upholstery shampooing per bench
(Response required • Line excluded from response total)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

7	Additional carpet cleaning per square foot <i>(Response required • Line excluded from response total)</i>	Item 5.
Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$ <input style="width: 150px;" type="text"/>		Total: \$ <input style="width: 100px;" type="text"/>
Supplier Notes: _____ _____		<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

8	Additional public/office space cleaning per square foot <i>(Response required • Line excluded from response total)</i>
Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$ <input style="width: 150px;" type="text"/>	
Supplier Notes: _____ _____	
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

9	Additional recreation space cleaning per square foot <i>(Response required • Line excluded from response total)</i>
Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$ <input style="width: 150px;" type="text"/>	
Supplier Notes: _____ _____	
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

10	Additional maintenance space cleaning per square foot <i>(Response required • Line excluded from response total)</i>
Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: \$ <input style="width: 150px;" type="text"/>	
Supplier Notes: _____ _____	
<input type="checkbox"/> No bid <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>	

Supplier Information

Item 5.

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature

REQUEST FOR PROPOSAL #2023-27-A CUSTODIAL SERVICES

INTRODUCTION

This Town of Prosper is requesting proposals for Custodial Services for various facilities. This is a one-year agreement and with four (4) optional one (1) year renewals at mutual agreement of the Town and the Vendor.

The questions deadline for this proposal is August 15, 2023, at 12:00 PM CT. Proposals are due August 22, 2023, by 2PM and can be submitted through IonWave. The names of the vendors that have submitted a proposal will be read at 3PM on August 22, 2023. Please use the following meeting link if you are interested:

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 214 239 149 302
Passcode: WEeMQf

MANDATORY SITE VISITS

Mandatory site visits are required prior to submitting a proposal and will be conducted by a Facility Staff member on **August 9, 2023, and August 10, 2023, at 8:30 AM CT. Vendors must attend one of the two times offered.** Sign in is required. All sites must be visited and conducted by a Facilities Staff member. Bids will only be accepted from vendors who have visited all of the sites and whose names are on the sign in sheets. The mandatory site visit will start with a pre-bid meeting at Town of Prosper Town Hall, 250 W. First Street, Prosper, TX 75078 in the Foyer at 8:30 AM.

EVALUATION CRITERIA

As a request for proposal, the Town will take the following evaluation criteria into account, in order of importance:

- Price (40%)
- References for custodial services contracts equal to the size and complexity of the Town’s requirements from the past three years (30%)
- Screening/Hiring/Training Practices (15%)
- Management and Quality Control (15%)

SCOPE OF WORK

- ❖ TOWN HALL:
 - Address: 250 W. First Street, Prosper, Texas 75078

- Space Type: Office/Public
- Cleanable Square Footage: 35,000
- **Cleaning Hours:**
 - Day Cleaning:
 - Day porter: 7 AM to 11 AM
 - Night Cleaning:
 - Monday – Friday: 5pm through 5am
- **Cleaning Requirements:**
 - See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only.
 - The flooring throughout Town Hall is to be swept and damp mopped only, NO wax unless verified with staff
 - All of the glass on the first floor, including the Utility Billing teller windows, shall be cleaned both inside and out to a height of 15 ft. This includes the glass within doors.
 - Town supplied recycling rolling carts are to be put out near the dumpsters every Tuesday night. They MUST be spaced at least 3 feet apart for pickup.
 - The elevator must be cleaned nightly including doors, mats, floors, and walls.

❖ TOWN OF PROSPER LIBRARY

- Address: 200 S Main Street, Prosper, TX 75078
- Space Type: Public
- Cleanable Square Footage: 9,640
- **Cleaning Hours:**
 - Day Cleaning:
 - 1 Day Porter is required Monday - Friday. This day porter will be shared with Town Hall during the hours of 7AM -11AM M-F
 - Cleaning hours are as follows (exact times for porters will be determined at a later time):
 - Monday – Friday from 5PM – 5AM
- **Cleaning Requirements:**
 - See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only.
 - Day Cleaners:
 - Day cleaners to be provided:
 - Monday – Thursday: 1 day cleaner
 - Day cleaners are to focus their attention on restrooms, dusting, windows, door glass, stair rails and doorknobs.
 - Night Cleaners:
 - Night cleaners are to focus their attention on restrooms, study rooms, conference rooms, programming rooms, hallways, open staff

workrooms, offices, public seating areas, carpeted aisles and walkways areas, stairs and seating, staff breakroom counters, tabletops and floors.

- All elevators must be cleaned nightly including doors, mats, floors, and walls.
- Study rooms should be vacuumed nightly.
- Hard surfaces should be swept, and damp mopped nightly.
- Carpeted areas should be vacuumed nightly
- Take out trash & empty desk trash cans.

❖ **PARKS ADMINISTRATION:**

- Address: 409 E. First Street, Prosper, Texas 75078
- Space Type: Office
- Cleanable Square Footage: 2,300

○ **Cleaning Hours:**

▪ **Night Cleaning:**

- Monday – Friday: 5pm through 5am
- Hard surfaces should be swept, and damp mopped nightly.
- Carpeted areas should be vacuumed nightly
- Trash and recycling should be emptied nightly
- Restrooms should be cleaned nightly
- Dust as needed

○ **Cleaning Requirements:**

- See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only. The flooring throughout Town Hall is to be swept and damp mopped only, NO wax unless verified with staff

❖ **PARKS RECREATION OFFICES:**

- Address: 407 E. First Street, Prosper, Texas 75078
- Space Type: Office
- Cleanable Square Footage: 1,350

○ **Cleaning Hours:**

▪ **Night Cleaning:**

- Monday – Friday: 5pm through 5am
- Hard surfaces should be swept, and damp mopped nightly.
- Carpeted areas should be vacuumed nightly
- Trash and recycling should be emptied nightly
- Restrooms should be cleaned nightly
- Dust as needed

- **Cleaning Requirements:**
 - See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only. The flooring throughout Town Hall is to be swept and damp mopped only, NO wax unless verified with staff

- ❖ **PARKS OPERATIONS:**
 - Address: 101 Dylan Dr, Suite D, Prosper, Texas 75078
 - Space Type: Office
 - Cleanable Square Footage: 500

 - **Cleaning Hours:**
 - **Night Cleaning:**
 - Monday – Friday: 5pm through 5am
 - Hard surfaces should be swept, and damp mopped nightly.
 - Carpeted areas should be vacuumed nightly
 - Trash and recycling should be emptied nightly
 - Restrooms should be cleaned nightly
 - Dust as needed

 - **Cleaning Requirements:**
 - See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only. The flooring throughout Town Hall is to be swept and damp mopped only, NO wax unless verified with staff

- ❖ **Police Department:**
 - Address: 801 Safety Way, Prosper, Texas 75078
 - Space Type: Office/Public
 - Cleanable Square Footage: 23,159

 - **Cleaning Hours:**
 - **Day Cleaning:** 8 hours – day cleaning only

 - **Cleaning Requirements:**
 - See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only. The flooring throughout the Police Department is to be swept and damp mopped only, NO wax unless verified with Facilities Management staff
 - All of the glass shall be cleaned both inside and outside to a height of 15 ft. This includes the glass within doors.
 - Town supplied recycling rolling carts are to be put out near the dumpsters every Tuesday night. They MUST be spaced at least 3 feet apart for pickup.
 - Carpeted areas should be vacuumed daily

- Trash and recycling should be emptied daily
- Restrooms and locker rooms should be cleaned daily
- All showers, toilets, urinals, sinks, etc. are to be cleaned daily
- Dust as needed
- Workout room to be swept, damp mopped, and all equipment dusted and cleaned daily.

❖ Public Works:

- Address: 601 W Fifth Street, Prosper, Texas 75078
- Space Type: Office
- Cleanable Square Footage: 9,000 total in 3 buildings
- **Cleaning Hours:**
 - Day Cleaning:
 - Twice weekly cleaning – 8AM to 3PM
- **Cleaning Requirements:**
 - See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only. The flooring throughout the Department is to be swept and damp mopped only, NO wax unless verified with Facilities Management staff.
 - Three kitchens to be cleaned twice weekly. (counters, sinks and floor.)
 - Trash to be put out in dumpster.
 - Carpeted areas should be twice weekly
 - Trash and recycling should be emptied twice weekly
 - Restrooms and locker rooms should be cleaned twice weekly
 - All showers, toilets, urinals, sinks, etc. are to be cleaned twice weekly and dust as needed.

❖ Central Fire Station #1:

- Address: 911 Safety Way, Prosper, Texas 75078
- Space Type: Office/Public
- Cleanable Square Footage: 30,358
- **Cleaning Hours:**
 - Day Cleaning:
 - Day cleaning only: 8 AM -4 PM
- **Cleaning Requirements:**
 - See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only. The flooring throughout the building is to be swept and damp mopped only, NO wax unless verified with Facilities Management staff
 - All of the glass shall be cleaned both inside and out to a height of 15 ft. This includes the glass within doors.

- Town supplied recycling rolling carts are to be put out near the dumpsters every Tuesday afternoon. They MUST be spaced at least 3 feet apart for pickup.
- Carpeted areas should be vacuumed daily
- Trash and recycling should be emptied daily
- Restrooms and locker rooms should be cleaned daily
- All showers, toilets, urinals, sinks, etc. are to be cleaned every day
- Dust as needed

❖ Fire Station #2:

- Address: 1140 S Teel Parkway, Prosper, Texas 75078
- Space Type: Office/Public
- Cleanable Square Footage: 16,206
- **Cleaning Hours:**
 - Day Cleaning:
 - Day Cleaning: 12PM – 5 PM
- **Cleaning Requirements:**
 - See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only. The flooring throughout the Police Department is to be swept and damp mopped only, NO wax unless verified with Facilities Management staff
 - All of the glass shall be cleaned both inside and out to a height of 15 ft. This includes the glass within doors.
 - Town supplied recycling rolling carts are to be put out near the dumpsters every Tuesday afternoon. They MUST be spaced at least 3 feet apart for pickup.
 - Carpeted areas should be vacuumed daily
 - Trash and recycling should be emptied daily
 - Restrooms and locker rooms should be cleaned daily
 - All showers, toilets, urinals, sinks, etc. are to be cleaned every day
 - Dust as needed

❖ Fire Station #3:

- Address: 1500 E First Street, Prosper, Texas 75078
- Space Type: Office/Public
- Cleanable Square Footage: 10,300
- **Cleaning Hours:**
 - Day Cleaning:
 - Day Cleaning: 12 PM – 4 PM
- **Cleaning Requirements:**
 - See ***Exhibit A: Cleaning Schedule and Specifications*** for a schedule of cleaning duties by room/area. This is a sample form only. The flooring throughout the Police Department is to be swept and damp mopped only, NO

- wax unless verified with Facilities Management staff
- All of the glass shall be cleaned both inside and out to a height of 15 ft. This includes the glass within doors.
- Town supplied recycling rolling carts are to be put out near the dumpsters every Tuesday afternoon. They MUST be spaced at least 3 feet apart for pickup.
- Carpeted areas should be vacuumed daily
- Trash and recycling should be emptied daily
- Restrooms and locker rooms should be cleaned daily
- All showers, toilets, urinals, sinks, etc. are to be cleaned every day
- Dust as needed

CLEANING STANDARDS

The following standards will be used to determine the quality of services being provided.

A. Common Areas (including Break Rooms)

1. Lobby and entrance floors should be clean and free of dirt streaks and there should be no dirt remaining in corners, behind doors or where the dirt was picked up with the dustpan after the housekeeping operation. Floors should be free of loose and/or caked dirt particles and should present an overall appearance of cleanliness.
2. Floors in all common areas, hallways, breakrooms, lunchrooms, landings, foyers, etc. should be waxed or cleaned as appropriate for the type of floor 2-4 times per year or as requested.
3. Wall surfaces should be free of finger marks, smudges, and other dirt spots of any kind.
4. Walls, baseboards, and other surfaces should be free of watermarks, scars from the cleaning equipment striking the surfaces, and splashing from the cleaning solution and rinse water.
5. Door handles/doorknobs, push bars, kick plates, railings, doors & other surfaces should be clean and polished to an acceptable luster.
6. Any drinking fountains located within the assigned area should be clean and free of stains. The wall surfaces around the drinking fountains should be free of water spots and streaks.
7. Stair landings, steps and all corners of stair treads should be free of loose dirt or dust streaks after sweeping.
8. Stair railings, fire extinguisher cabinets, door frames and moldings, ledges, radiators, and grilles should be dust free. The dust should have been removed rather than pushed around.
9. Glass surfaces should be clean and free of any smudges, finger marks, and dirt.

10. Lounge and conference room tables should be clean and free of smudges, finger marks, cup rings and other debris. Chairs should be clean and free of dust or debris.
11. Lounge and conference room floors should be free of dirt and debris.
12. Chairs and other furniture should be left in a neat, orderly condition.
13. Elevators should be clean and odor free; metal surfaces must be free of smudges and finger marks. Products used to clean and treat stainless-steel surfaces should not leave an oily residue.
14. Ashtrays and sand urns should be clean, fresh sand, odor free and all debris removed.
15. Floor and entry mats (including exterior matting) should be vacuumed and free of debris.
16. Light fixtures should be free of dead insects and other dirt.
17. Vents and grills must be free of soot, dust, cobwebs, and other debris.
18. All stairways and carpeted areas should be vacuum cleaned and/or swept daily.

B. Office Areas

1. All wastepaper baskets should be empty and in place, clean and ready for use. Recyclable materials and trash should be separated and disposed of appropriately.
2. Trash should not be left on floor.
3. Corners and crevices should be free from any dust.
4. Ledges and flat surfaces should be free of dust on any surface.
5. Woodwork, after being properly dusted, should appear bright.
6. There should not be any oily spots or smudges on walls.
7. There should not be any dust streaks on desks or other office equipment.
8. There should not be any dirt left in corners, under furniture, or behind doors.
9. Glass surfaces should be clean and free of any smudges, finger marks, and dirt.
10. There should be no trash or foreign matter under desks, tables, or chairs.
11. Baseboards, furniture, and equipment should not be disfigured or damaged during the cleaning operation.
12. Furniture and equipment moved during sweeping should be replaced.

13. All items in offices, including chairs, machines, calendars, pictures, phones, and wastebaskets are to be left in their original locations. Radios, televisions, tape recorders, etc. are not to be used by cleaning personnel.
14. Items marked "TRASH" / "BASURA" which are not in trash cans, are to be removed. Unmarked items are not to be removed.
15. All stairways and carpeted areas should be vacuum cleaned and/or swept daily.

C. Restrooms

1. All used paper towel receptacles should be emptied.
2. All sanitary receptacles should be clean, both inside & outside, and contain a new waxed paper bag liner.
3. The waxed paper bags containing collected contents of the sanitary receptacles must be deposited in a proper container and removed.
4. No trash should be on the floor.
5. When replenishing toilet paper rolls, the new roll should be "started" by freeing the strand so that it can be unrolled.
6. All dispensers of supplies should be clean and filled with the proper supplies.
7. All mirrors should be free of streaks, smudges, water spots, dust and lipstick and should not be cloudy or hazed in appearance.
8. All supply dispensers should be clean and free of finger marks and water spots.
9. Glass surfaces should be clean and free of any smudges, finger marks, and dirt.
10. All shelves and shelf brackets should be free of gum, dust, fingerprints, water stains, smudges, and other soil.
11. All porcelain surfaces of wash basins, toilets and urinals should be free of dust, dirt, spots and stains.
12. The wall surfaces should be free of spots and smears.
13. All toilet seats should be left in raised position after cleaning. They should be free of spots and stains, and the seat hinges should be free of green mold.
14. The plumbing fixtures should be free of green mold and water stains.
15. The partitions between the urinals in men's restrooms should be cleaned, dried, and free of water spots.
16. Walls, stall partitions and doors should be free of hand marks, dust, pencil marks, lipstick

smudges, water streaks, mop marks, green mold, and graffiti.

D. Number of Restrooms

Town Hall – 6, Police Department – 4, Central Fire – 12, Public Works –6, Parks Admin - 2, Parks Annex –2, Library – 4

E. Number of Toilets

Town Hall – 20, Police Department – 8, Central Fire 14, Public Works – 6, Parks Admin - 2, Parks Annex – 2, Library – 4

F. Number of Urinals

Town Hall – 6, Police Department – 4, Central Fire 2, Public Works – 2, Parks Admin - 0, Parks Annex – 0, Library – 0

G. Number of Sinks

Town Hall – 14, Police Department – 10, Central Fire 12, Public Works –6, Parks Admin - 4, Parks Annex – 3, Library – 3

H. Number of effective

Police Department – 8, Central Fire 8, Public Works –2, Parks Admin - 0, Parks Annex 0

I. Trash and Recycling Separation Requirements

There are trash containers and recycling containers in the cubicles and in the work rooms and common areas throughout every facility.

Keep trash separate from recycling. Recycling containers are blue and will contain aluminum cans, paper, glass, metal, and plastic all in the same blue containers. No separation of recyclable products is required. The Town properly recycles all its recyclable products. The contractor is not required to separate recyclable products from trash cans.

Trash and recycling should be emptied into dedicated bins located outside the facilities daily.

J. Cleaning of Upholstered Seating

Cleaning of upholstered chairs, couches, and benches are to be done on an as needed basis only and will be requested by the Facilities Manager.

SUPPLIES & EQUIPMENT

A. Supplies and Materials

1. The contractor shall furnish all necessary cleaning supplies and materials as may be required to perform the cleaning assignments outlined in these specifications. All supplies

and materials shall be of the highest quality and subject to the approval of the Town's Representative. No additional charges shall be made for these items. The contractor will not use any cleaning agent, chemical or other material which is deemed harmful or unsuitable for the purpose intended. Contractor shall furnish plastic trash can liners, wax bags for soiled sanitary napkins, plastic bags used for the collection of trash, floor pads and manual aids.

2. The contractor shall furnish various sized roll toilet tissue, tri fold paper towels, roll paper towel, liquid clear or white hand soap (no colored soap), and urinal screens. The Town of Prosper promotes sustainable practices. Toward that effort, the contractor will use cooperation with the Town in that all cleaning chemicals in the building shall meet the requirements of Green Seal standard GS-37 and California Code of Regulations, Title 17, Section 94509 for VOC Standards

All chemicals and materials must be reviewed by the Facilities Manager before they are allowed into the building. Unapproved chemicals will not be allowed in the building.

A roster and inventory of all chemicals in the building will be maintained by the Town's Facilities Manager.

3. The contractor shall furnish floor finish, strippers, buffing compound for high-speed rpm's, conditioners for special type flooring and all related products to maintain all hard and resilient floors in a proper manner.
4. Contractor will be responsible for the neatness and proper storage of all equipment and chemicals. The contractor is required to supply all other items necessary to clean all areas in accordance with bid specifications.
5. Contractor will be responsible for cleaning ceramic tile and grout with an effective and safe tile and grout cleaner.

B. Equipment

1. The contractor shall furnish all cleaning equipment required to perform the cleaning assignments outlined in these specifications. Such equipment includes floor machines (high/slow speed), carpet cleaning machines (extractors and bonnet buffers w/tanks, industrial type vacuums (dual motor & space vacuums), mop bucket wringer sets, wet/dry vacuums, water hose w/spray cleaning attachments (pressure washer), portable vacuums and upholstery equipment.
2. The contractor will maintain said equipment in good, safe, working order and shall ensure that the equipment is clean and presents a good appearance. **Equipment determined by the Town to be unacceptable will be removed and replaced immediately by the Contractor.**
3. Use of propane or gas-powered equipment is prohibited.

C. Storage

1. Space shall be assigned to the contractor for storage of all supplies and equipment. The contractor shall be responsible for keeping the space in good order.
2. The Town shall not be held responsible for damages to the contractor's stored supplies and equipment or personal belongings of the contractor or contractor's personnel, caused by fire, theft, accidents, natural disasters, or any other incident.
3. The contractor shall not store combustible materials at any time within Town's facilities.

WORK PROCEDURES

A. Supervision

1. The contractor or an authorized representative shall oversee all work performed under this contract on a daily basis.
2. The contractor or authorized representative will be available to receive messages or other information pertinent to the successful completion of the assigned work. Open communication with the Town's Representative shall be maintained.
3. The contractor **will provide adequate supervisory structure** to ensure the direction of cleaning employees and ensure quality standards are met.
4. All personnel provided **shall be appropriately supervised** and directed by trained and qualified supervisors.
5. All supervisory and lead personnel must have previous experience working within a public, municipal work environment. Contractor must provide each supervisory and lead personnel with cell phones and provide the Facilities Manager with the cell phone numbers for immediate response to Town's Representative(s).
6. The contractor will provide a supervisor who is fluent in the English language, both written and orally.

B. Scheduling

1. The contractor shall schedule all required work so as not to interfere with Town operations.
2. Variances in schedules **shall require prior approval** of the Facilities Manager.
3. The contractor **shall submit a monthly report of project work completed** to the Facilities Manager. This report shall contain details of carpet cleaning, hard surface floor refinishing, window washing, blind washing, or other similar tasks.

QUALITY CONTROL

A. Inspections

1. Inspections of all contracted locations will be made by the Town's authorized

representatives on a daily basis.

2. The contractor will complete a daily checklist, indicating what tasks were completed. Each facility will have its own checklist. When each checklist is filled out, the contractor will leave daily checklist in a pre-designated location the respective buildings.
3. The contractor shall agree to participate in scheduled monthly inspections with the Facilities Manager as needed. Wherever applicable a departmental liaison will also participate.
4. The contractor or contractor's representative will meet with the Facilities Manager at least quarterly at the location designated by the Facilities Manager.
5. The contractor will furnish a written building work schedule based on the sample attached as **Exhibit A** (which includes daily/nightly, weekly, monthly, quarterly and other scheduled tasks).
6. The Town may give preference to a vendor that has proven quality control measures. (Scorecards, mobile apps, etc.)

B. Assessment of Work

1. Once the work has commenced, should the Contractor fail to perform the services required and agreed to as outlined in the CLEANING STANDARDS, the Town will have been damaged by that lack of performance. Should Contractor fail to perform under the terms of the contract, the Town may incur damages. The Contractor will be notified in writing **within twenty-four (24) hours** of the failure to perform, and performance shall be required **within twenty-four (24) hours** after receipt of such notice. If the performance failure is not corrected within twenty-four (24) hours of receipt of notice, the Town reserves the right to have the work performed by others and costs associated with that work shall be withheld from the contractor's fee. The Contractor shall agree to the following liquidated damages outlined below.
2. **Liquidated Damages** - In such an event, the Town is entitled to recover liquidated damages from Contractor, to be withheld from the Contractor's Fee in an amount equal to two times (2x) the loaded labor rate of the Facilities staff member(s) who completed the Service times the number of hours it took to complete the Service. For the purposes of this Agreement, the loaded labor rate shall be based on the salary of the staff member(s) plus thirty-five percent (35%) thereof to account for various benefits and other compensation of the staff member(s). In the event that the Town hires an outside vendor to perform the duties, the contractor shall incur the direct costs of said vendor and have those costs withheld from their fee.
3. The contractor or authorized representative shall provide daily on-site supervision and quality control on a seven (7) days per week basis.
4. Failure to provide a satisfactory level of services will result in a credit adjustment. The Town reserves the right to determine the credit adjustment.
5. Each bidder must provide a sample copy of daily, weekly, monthly, etc. quality/completion reports and a proposed method of communicating completed activities and concerns. An

electronic method of accomplishing this reporting is acceptable and preferable as long as accountability is maintained.

PERSONNEL

A. Employees

1. The contractor shall employ competent, qualified workers who are capable of performing the required services.
2. As a measure to ensure award vendor provides the highest quality labor, all work will be carried out by the awarded vendor's employees. No subcontracting of services or use of subcontracted wage laborers/independent contractors (those who receive IRS Form 1099 for annual wage reporting) is allowed.
3. Each worker's minimum pay must be at least current minimum wage. The contractor will also comply with Federal and State laws regarding wages, including age and wage requirements. The contractor will provide Certified Payroll Reports, including copies of Texas State's quarterly unemployment wage reports when requested by the Town.
4. The contractor shall employ individuals who are citizens of the U.S. or who have proof of right-to-work status. The contractor shall be in compliance with all federal and state immigration laws.
5. The contractor will provide the Town with evidence of successful drug screening and background investigation. ALL PERSONNEL ASSIGNED TO WORK IN THE POLICE DEPARTMENT WILL BE REQUIRED TO UNDERGO AND PASS A POLICE DEPARTMENT-ADMINISTERED BACKGROUND INVESTIGATION INCLUDING FINGER PRINTING at the expense of the vendor. The Town will invoice vendor for cost.
6. The contractor shall not assign duties at any Town facility to any individual who, within the preceding five years has been convicted of any felony or convicted of any misdemeanor involving theft, embezzlement, or fraud.
7. The contractor shall maintain a **roster of employees and their work assignment**. It shall be the responsibility of the contractor to keep the employee roster current and to provide the Facilities Manager with an updated roster any time there is a change.
8. The contractor shall insure that his/her employees **do not bring children, or any other guest**, to work with them in any Town facility.
9. The contractor shall ensure that all his/her employees shall observe all Town codes and ordinances governing Town employees conduct when on Town premises.
10. In the event that Town shall deem any employee as **unacceptable or unsatisfactory**, contractor **shall remove** such employee from the work force and shall supply a suitable replacement.

B. Identification

1. Employees of the contractor shall be required to display an ID badge at all times while on duty in any Town facility. The ID badge shall include a photograph of the employee, the employee's name, and the name of the company he/she represents. Any contractor employee who is **not displaying** their ID badge **will not** be allowed to work in any Town facility.
2. The contractor's employees shall be required to wear a distinctive uniform. This uniform **must** consist of a garment bearing the company's name or logo.
 - a. **Uniforms, whether shirts or full uniforms, shall be the same for all employees.**
 - b. Uniforms shall be kept clean. Contractor's employees should not report for work in dirty, smelly, or torn uniforms.
 - c. Contractors' employees are expected to comply with the following guidelines:
 - Clean uniforms are to be worn daily.
 - Shirts are to be properly buttoned & tucked into pants.
 - Headbands, shower caps, etc. are not permitted.
 - No open toed shoes, sandals, thongs, or other casual or lounging footwear are permitted.
 - Tobacco use is not permitted in any Town building.
 - Radios of any kind (except for 2-way devices) are **not** to be used during the performance of job duties except for the expressed purpose of carrying out their duties. This applies to earphone type radios or other types of audio players.
 - **ABSOLUTELY NO MINORS (persons under the age of 18 years) ARE PERMITTED TO WORK WITH OR ACCOMPANY AN EMPLOYEE.**
3. Town of Prosper policies prohibit discrimination based upon race, color, national origin, marital status, age, sex, or other non-merit factors. The contractor shall adhere to all applicable Equal Employment Opportunity policies and laws.

C. Pre-Employment Screening

1. Criminal History Check: The Contractor must provide the Town with the full legal name, maiden name if applicable, social security number and legal address of employees working in Town facilities. The Custodial Contractor will conduct a criminal history check on all full-time or part-time contract personnel.
2. Drug Testing: All contractor personnel working in the Town of Prosper facilities will be required to submit to pre-employment drug screening **prior** to beginning service. The pre-employment screening will require the employee to provide a urine specimen at a Town approved medical facility under standardized drug screening procedures at the contractor's expense. In the event that the drug testing indicates the presence of illicit

drugs as defined in the Town of Prosper Substance Abuse Policy, the employee will be denied work in any Town facility for a one-year period unless, within five days, written proof is provided to the Town that the employee has a valid current prescription for the substance in question.

D. Safety & Security

1. The contractor shall ensure that his/her employees comply with all safety regulations and shall observe relevant safety practices at all times while performing the work.
2. Contractor shall provide material safety data sheets for all chemicals used in each building. MSDS sheets will remain at each location.
3. The contractor will be issued keys to each location. The contractor is liable for the disposition of all keys and badges issued to them. Each key will be assigned to, and signed for, by a representative authorized (in advance) by the contractor. The contractor will bear responsibility for any theft, vandalism or other loss that results from the loss of a key or badge issued to them. The contractor **shall not copy any** key issued by the Town; if additional keys are required, the contractor shall make a written request to the Facilities Manager. All keys issued to the contractor shall be returned at the termination of the contract. Lost keys are to be reported immediately to the Facilities Manager. The contractor will be liable for costs of re-keying locks, should keys issued to the contractor be lost.
4. The contractor shall be responsible for maintaining security during the time the work is being performed. Doors, gates, or any other means of entry and exit shall be locked at all times after the close of normal business hours.
5. The contractor shall be **responsible for ensuring** that each location is secured following the completion of the work.
6. Wherever applicable, the contractor shall insure that alarm systems are properly reset following the completion of the work.
7. Fires, hazardous conditions, and items requiring maintenance attention (burned out lights, toilet stoppages, structural damage) shall be reported to the Facilities Manager.
8. "Lost and Found" articles are to be turned in to the Facilities Manager.
9. In the event of a reported theft in any contracted building the contractor and his/her personnel will be expected to cooperate fully in any investigation conducted by Town personnel. Such investigations may include the use of polygraph exams. The Contractor will provide interpreters (when necessary) to expedite the investigations.
10. The contractor shall instruct his/her staff to report any suspicious activity in and around Town buildings.
11. The contractor shall not allow their employees, at any time, to open desk drawers, cabinets or to use office equipment, including the use of telephones for any purpose other than a local emergency call.

12. Town facilities are tobacco-free, this includes smokeless tobacco, vapor, and e-cigarettes. Their use is NOT allowed in Town facilities at any time.

BID SUBMISSIONS

In order to facilitate the evaluation process, bidders are requested to submit all documents below with their bids. All submittals may be researched, evaluated, and verified by Town staff. The Town may request additional information or conduct site visits as necessary.

1. Company Profile

- a. Provide a brief narrative overview of your company describing its structure, longevity, and primary business. Include information on relevant qualifications and certifications. Provide address information for offices, including the field office that will service this contract, and names and contact information for company officers and management.

2. Three Year Client Work History

- a. Provide a detailed list of the work history for past and current clients within the last three years. Highlight any experience in libraries, gymnasiums, sport courts, jails, fleet facilities, high security areas, or high-traffic public facilities, including any previous experience with the Town of Prosper. Provide up-to-date contact information (address, contact person, phone, and email) for each engagement. Offerors are cautioned that the Town may use information obtained from other sources, in addition to information provided in this section, for evaluation of past and present performance.

3. Description of screening and hiring procedures.

4. Description of employee training procedures including initial training for new hires, retraining and remedial training.

5. Quality control method

- a. Describe your methodology for assuring quality control. This includes the tools or processes that are available for reporting and tracking issues or work orders. Also explain the process for escalation of issues.

6. Management Plan for supervision and transition.

- a. Provide your plan for management of contract services addressing supervisory structure for day, night, and weekend; any checklists, forms, or reports to be used; and any other relevant information. Provide a transition plan that addresses staffing initiatives and acquisition of equipment and supplies.

7. Affidavit of No Prohibited Interest

8. Conflict of Interest Questionnaire

9. BID FORMS

- a. **PROPOSED PRICING TABLE**
- b. **PRICE FOR ADDITIONAL SERVICES**
- c. **PRICE FOR ADDITIONAL FACILITIES**

**REQUEST FOR PROPOSAL #2312-031
CUSTODIAL SERVICES**

Proposed Pricing Table

**Costs should include day porters at the locations requested in the specification*

Description	Monthly Cost	Yearly Cost
Town Hall		
Prosper Public Library		
Central Fire Station #1		
Fire Station #2		
Fire Station #3		
Parks Admin Offices		
Parks Recreation Offices		
Parks Operations Offices		
Police Department		
Public Works Complex		

Price for Additional Services or Facilities*

Service	Price	U/M
Day Porter Services during business hours		per hour per person
Additional cleanup services after hours (as needed, or special events)		per hour per person
Upholstery shampooing		per chair
Upholstery shampooing		per couch
Upholstery shampooing		per bench
Additional carpet cleaning		per square foot
Public/Office Space		per square foot
Recreation Space		per square foot
Maintenance Space		per square foot

* The Town may desire to add additional facilities to this agreement at any time. This price per square foot will be utilized to add additional areas. This price per square foot includes all labor, materials, supplies, etc. in order to maintain the space.

EXHIBIT A: CLEANING SCHEDULES AND SPECIFICATIONS

Note: The following is list of cleaning duties and their prescribed schedules. Unless noted, they are common to all buildings on the Town's custodial contract.

LOCATION / BUILDING	CLEANING AREA	CLEANING ITEM	TASK NOTES	CLEANING SCHEDULE						
				Daily	Weekly	Monthly	Qtrly	Semi-Annual	Annual	Seasonal?
All	All	Trash Receptacles	Empty and reline. Trash and recyclable waste should be kept separate and disposed of in the corresponding receptacles provided for the building.	1x						
			Damp wipe germicidal solution to remove spots and soil	1x						
			Wash interior and exterior with germicide		1x					
All	All	Recycle Receptacles	Empty into properly labeled container or bins outside the building	1x						
All	All	Seating (washable)	Spot clean with germicide and dry	1x						
All	All	Seating (upholster)	Vacuum and remove spots, shampoo as needed and assigned		1x					
All	All	Drinking Fountains	Clean with germicide, dry and polish with stainless fixtures with preapproved stainless steel cleaner	1x						
All	All	Lockers	High dust tops, spot clean exteriors		2x					
All	All	Doors	Remove grime and smudges	1x						
			Wipe door handles, panic bars, kick plates, and door pulls with germicide	1x						
			Door knobs, push bars, kick plates, railings, doors and other surfaces should be clean and polished to an acceptable luster.	1x						
All	All	HVAC Vents	Vacuum screened vents		1x					
			Wash, rinse and dry				1x			
			Dry dust surface		1x					
All	All	Ceiling Fans	Remove dust		1x					
All	All	Cobwebs	Remove from 12' down			2x				
All	All	Dusting	Dust all horizontal surfaces 12' and lower		1x					
All	Floors	Carpet	Vacuum hallways, vestibules, meeting rooms, open offices, and open work areas.	1x						
			Remove gum and spots	1x						
			Vacuum private offices		1x					
			Detail vacuum		1x					
			Shampoo				1x			
			General shampoo (extraction, bonnet, dry)			1x				
PUBLIC WORKS BUILDING	Floors	Carpet	Detail vacuum ROOM 204 until carpet is replaced with VCT, then this room is to be swept and mopped.	1x						
All	Floors	Ceramic Tile	Sweep (or vacuum) and mop with germicide.	1x						
			Scrub/clean and disinfect grout		1x					
			Strip and seal ceramic tile and grout					1x		
All	Floors	Concrete	Hose with germicide and rinse/mop	1x						
			Buff-out scuff marks		1x					
			Machine scrub with germicide and rinse				1x			
All	Floors	Wood	Dust mop with dry dust mop only	1x						
			Spot mop and remove marks	1x						
			Treat with preapproved wood conditioner		1x					
			Screen and reapply seal (mat finish)					1x		
All	Floors	Vinyl / Vinyl Tile	Sweep (or vacuum) and mop with germicide.	1x						
			Spray buff		1x					
			Strip old finish and apply new finish				1x			
All	Floors	Terrazo / Stone	Sweep (or vacuum) and dust mop.	1x						
			Remove spots and gum	1x						
			Wet mop	1x						
			Machine scrub with detergent and rinse		2x					
All	Stairway	Terrazo / Stone	Sweep (or vacuum) & dust mop, remove spots & gum, wet mop	1x						
All	Stairway	Handrails	Dust and damp wipe		1x					

LOCATION / BUILDING	CLEANING AREA	CLEANING ITEM	TASK NOTES	CLEANING SCHEDULE						
				Daily	Weekly	Monthly	Qtrly	Semi-Annual	Annual	Seasonal?
All	Bathrooms	Sinks	Clean with germicide, scour if needed	1x						
			Clean exterior of sinks and polish plumbing of stainless fixtures with preapproved stainless steel cleaner	1x						
			Dry and polish plumbing including any exposed pipes under sinks	1x						
All	Bathrooms	Countertop Surfaces	Clean with germicide and dry	1x						
All	Bathrooms	Hand Soap Dispensers	Refill as needed, wipe exterior with germicide	1x						
All	Bathrooms	Paper Towel Dispensers	Refill to 3/4 capacity all tri-fold dispensers	1x						
All	Bathrooms		Clean with germicide and polish	1x						
All	Bathrooms	Electric Hand Dryer	Clean with germicide and dry	1x						
All	Bathrooms	Mirrors	Clean with glass cleaner and dry	1x						
All	Bathrooms	Commodes	Clean entire fixture with germicide	2x						
			Brush interior under flush rim	2x						
			Dry exterior of seats and polish plumbing	2x						
			Clean exterior of seats and polish plumbing of stainless fixtures with preapproved stainless steel cleaner	2x						
			Remove water/mineral deposits with mild acid solution		1x					
All	Bathrooms	Urinals	Clean entire fixture with germicide	2x						
			Brush interior under flush rim	2x						
			Dry exterior of urinals and polish plumbing	2x						
			Remove water/mineral deposits with mild acid solution and replace urinal screens as needed		1x					
All	Bathrooms	Stall Partitions	Clean with germicide and dry	1x						
			Remove fingerprints, stains and graffiti	1x						
			Treat stainless steel fixtures with preapproved stainless steel cleaner	1x						
All	Bathrooms	Sanitary Napkin Receptacles	Empty and reline with waxed bag liners	1x						
			Clean interior and exterior with germicide	1x						
All	Bathrooms	Sanitary Product Dispensers	Clean interior and exterior with germicide	1x						
All	Bathrooms		Refill Products		1x					
All	Bathrooms	Hand Soap Dispensers	Refill as needed, wipe exterior with germicide	1x						
All	Bathrooms	Paper Towel Dispensers	Refill to 3/4 capacity all tri-fold dispensers	1x						
			Clean with germicide and polish	1x						
All	Bathrooms	Toilet Tissue Dispensers	Refill and clean with germicide and dry	1x						
All	Bathrooms	Toilet Seat Covers	Check and refill toilet seat covers where applicable	1x						
All	Bathrooms	Baby Changers	Clean the outside and unfolded changing table with germicide and dry	1x						
All	Bathrooms	Wall Surfaces	Remove spots with appropriate cleaner	1x						
			Total clean with germicide		1x					
All	Bathrooms	Showers	Hose walls, doors and curtains with germicide, floor drains cleared of hair and debris	3x						
			Scrub with germicide and rinse		1x					
All	Bathrooms	Floor Drains	Remove litter from screens and seal trap by pouring 1 gallon of water into the drain.	1x						
			Flush with disinfectant		1x					
All	Breakrooms/Kitchens/Coffee Nooks	Floor Drains	Remove litter from screens and seal trap by pouring 1 gallon of water into the drain.	1x						
			Flush with disinfectant		1x					
All	Breakrooms/Kitchens/Coffee Nooks	Sinks	Clean with germicide, scour if needed	1x						
			Clean exterior of sinks and polish plumbing of stainless fixtures with preapproved stainless steel cleaner	1x						
			Dry and polish plumbing including any exposed pipes under sinks	1x						
All	Breakrooms/Kitchens/Coffee Nooks	Appliance Exteriors	Disinfect with germicide and wipe clean and dry removing spots and streaks	1x						
All	Breakrooms/Kitchens/Coffee Nooks	Microwave Ovens	Wipe the inside clean of any food or debris	1x						
All	Breakrooms/Kitchens/Coffee Nooks	Refrigerator Exterior and Handles	Disinfect with germicide and wipe clean and dry removing spots and streaks	1x						
All	Breakrooms/Kitchens/Coffee Nooks	Paper Towels	Replenish rolled paper towels	1x						
All	Offices	Desks and Work Surfaces	Remove dust (feather duster only) 12' and lower		1x					
All	Offices	File Cabinets / Shelving	Clean and polish on request only (when cleared, only)		1x					
			Remove dust and damp wipe to remove spots	1x						
All	Offices and Common Areas	Tables	Tables should be clean and free of smudges, finger marks, cup rings and other spoilages.	1x						
All	Offices and Common Areas	Chairs	Chairs and other furniture should be clean and left in an orderly fashion.	1x						

LOCATION / BUILDING	CLEANING AREA	CLEANING ITEM	TASK NOTES	CLEANING SCHEDULE						
				Daily	Weekly	Monthly	Qtrly	Semi-Annual	Annual	Seasonal?
All	Offices and Common Areas	Countertop Surfaces	Remove dust and damp wipe to remove spots	1x						
All	Offices and Common Areas	Office / Partition Glass	Spot clean	1x						
			Remove grime and smudges	1x						
			Glass surfaces should be clean and free of any smudges, fingermarks, and dirt.	1x						
All	Offices and Common Areas	Glass Curtain Walls	Clean with glass cleaner and dry	1x						
All	Offices and Common Areas	Wall Décor	Remove Dust		1x					
All	Offices and Common Areas	Light diffusers	Remove dead insects and other soils			1x				
All	Offices and Common Areas	Dry Erase Boards/White Boards	Total clean (on request only)			1x				
All	Offices and Common Areas	TV/VCR Equipment, Carts	Feather dust around controls		1x					
All	Offices and Common Areas	Baseboards and chair rails	Remove dust		1x					
			Full cleaning (damp wiping of rails and baseboards)				1x			
All	Conference Rooms and Common Areas	Furniture	Vacuum upholstery, dust hard surfaces and furniture legs	1x						
			Sweep and remove litter	1x						
All	Windows	Windows - 15in and below	Clean both sides and dry frames, interior and exterior			2x				
			Spot clean windows	1x						
All	All	Ceiling Fans	Remove dust		1x					
All	Windows	Blinds	Remove dust		1x					
All	Entryway	Walk off Mats	Mats are to be clean and free of debris. Including exterior mats.	1x						
			Wipe and clean unless noted not to	1x						
All	Entryway	Entry door / sidelight glass	Clean both sides and dry frames, interior and exterior	1x						
All	Exterior	Exterior Approaches (curb to front doors), lawn and beds across front of buildings	Sweep and remove litter	1x						
			Empty and clean ashtrays/trash	1x						
			Wet clean spills, bird drops, gum, etc.		1x					
All	Elevators	Elevator Cars	Elevators should be clean and odor free; metal surfaces must be free of smudges and finger marks. Products used to clean and treat the stainless steel surfaces should not leave an oily residue.	1x						
			Vacuum if carpeted. Sweep and mop if tiled, wood or vinyl.	1x						
			Polish metal surrounds	1x						
			Clean doors interior (exterior as needed)	1x						
			Clean door tracks	1x						

Exhibit B
Vendor Response to Request for Proposal



2023-27-A Addendum 2

UBM Enterprise, Inc.

Supplier Response

Event Information

Number: 2023-27-A Addendum 2

Title: Custodial Services

Type: Request for Proposals

Issue Date: 7/30/2023

Deadline: 8/22/2023 02:00 PM (CT)

Notes: This Town of Prosper is requesting proposals for Custodial Services for various facilities. This is a one-year agreement and with four (4) optional one (1) year renewals at mutual agreement of the Town and the Vendor.

The questions deadline for this proposal is August 15, 2023, at 12:00 PM CT. Proposals are due August 22, 2023, by 2PM and can be submitted through IonWave. The names of the vendors that have submitted a proposal will be read at 3PM on August 22, 2023. Please use the following meeting link if you are interested:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 214 239 149 302

Passcode: WEeMQf

MANDATORY SITE VISITS

Mandatory site visits are required prior to submitting a proposal and will be conducted by a Facility Staff member on **August 9, 2023, and August 10, 2023, at 8:30 AM CT. Vendors must attend one of the two times offered.** Sign in is required. All sites must be visited and conducted by a Facilities Staff member. Bids will only be

accepted from vendors who have visited all of the sites and whose names are on the sign in sheets. The mandatory site visit will start with a pre-bid meeting at Town of Prosper Town Hall, 250 W. First Street, Prosper, TX 75078 in the Foyer at 8:30 AM.

Item 5.

Contact Information

Contact: Jay Carter Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcarter@prospertx.gov

UBM Enterprise, Inc. Information

Item 5.

Address: 11102 Ables Ln.
Dallas, TX 75229
Phone: (972) 243-5273

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

Kevin Choi

Signature

Submitted at 8/21/2023 02:43:45 PM (CT)

kevin.choi@ubmhq.com

Email

Requested Attachments

Proposal

UBM proposal for RFP #2023-27-A Custodial Services.pdf

Please ensure that you provide all required information, including all attachments, combined and uploaded as a single document.

Bid Attributes

1 Terms and Conditions Acknowledgement

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

I Agree

2 Certification

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

I Agree

3 Addendum No. 1

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

I Agree

4 Addendum No. 2

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

I Agree

5 Addendum No. 3

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

I Agree

Bid Lines

Item 5.

1	Package Header		
	Base Bid		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Total:	\$157,004.28
	Package Items		
	1.1 Prosper Town Hall		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$4,007.19	Total: \$48,086.28
	1.2 Prosper Public Library		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$1,256.33	Total: \$15,075.96
	1.3 Central Fire Station #1		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$2,455.46	Total: \$29,465.52
	1.4 <i>Line deleted as part of an Addendum</i>		
	1.5 Fire Station #2 - cleaning supplies and paper product to be delivered to location only - no cleaning services		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$110.00	Total: \$1,320.00
	1.6 Fire Station #3- cleaning supplies and paper product to be delivered to location only - no cleaning services		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$110.00	Total: \$1,320.00
	1.7 Parks Admin Offices		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$561.44	Total: \$6,737.28
	1.8 Parks Recreation Offices		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$536.31	Total: \$6,435.72
	1.9 Parks Operations Offices		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$196.02	Total: \$2,352.24
	1.10 Police Department		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$3,117.02	Total: \$37,404.24
	1.11 Public Works Complex		
	Quantity: <u> 12 </u> UOM: <u> Month </u>	Unit Price: \$733.92	Total: \$8,807.04
2	Additional day porter services during business hours as needed per person per hour <i>(Line excluded from response total)</i>		
	Quantity: <u> 1 </u> UOM: <u> HR </u>	Unit Price: \$20.00	Total: \$20.00
3	Additional cleanup services after hours as needed or for special events - per person per hour <i>(Line excluded from response total)</i>		
	Quantity: <u> 1 </u> UOM: <u> HR </u>	Unit Price: \$25.00	Total: \$25.00
4	Upholstery shampooing per chair <i>(Line excluded from response total)</i>		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$20.00	Total: \$20.00
5	Upholstery shampooing per couch <i>(Line excluded from response total)</i>		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$100.00	Total: \$100.00

6	Upholstery shampooing per bench <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: <input type="text" value="\$80.00"/> Total: <input type="text" value="\$80.00"/>	Item 5.
7	Additional carpet cleaning per square foot <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: <input type="text" value="\$0.20"/> Total: <input type="text" value="\$0.20"/>	
8	Additional public/office space cleaning per square foot <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: <input type="text" value="\$0.12"/> Total: <input type="text" value="\$0.12"/>	
9	Additional recreation space cleaning per square foot <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: <input type="text" value="\$0.12"/> Total: <input type="text" value="\$0.12"/>	
10	Additional maintenance space cleaning per square foot <i>(Line excluded from response total)</i> Quantity: <u> 1 </u> UOM: <u> SF </u> Unit Price: <input type="text" value="\$0.12"/> Total: <input type="text" value="\$0.12"/>	

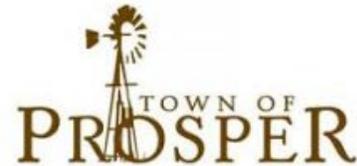
Response Total: \$157,004.28

UBM Enterprise, Inc. Proposal

For **RFP #2023-27-A Custodial Services**

Presented to

Town of Prosper



Due Date & Time: August 22, 2023 3:00 P.M.



FROM:

Jae Song
Chief Operating Officer
UBM Enterprise, Inc.
11102 Ables Ln.
Dallas, TX 75229
972-243-5273 (Tel)
972-243-0737 (Fax)
469-853-6813 (Mobile)
Jae.song@ubmhq.com

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Company Profile

- **Establishment:** Founded in 1992 in Texas with a rich history spanning over 30 years in the janitorial/custodial sector.
- **Coverage:** We proudly clean in excess of 40 million square feet across the states of Texas, Oklahoma, Arizona, Iowa, Florida, Ohio, and California.
- **Recognition:** Stand as the largest MBE Certified Janitorial Service Provider in Texas.
- **Team Strength:** A robust workforce of over 2,500 dedicated employees.
- **Financial Health:** We're financially solid and stable. (Detailed financial statements can be shared upon request.)
- **Credibility:** An esteemed member of the Better Business Bureau with an outstanding A+ rating.
- **Industry Experience:** We've amassed expertise in providing janitorial/custodial services to diverse sectors, including:
 - AIRPORTS
 - CONCERT/ENTERTAINMENT VENUES
 - CORPORATE CAMPUSES
 - EDUCATIONAL FACILITIES
 - MULTI-TENANT BUILDINGS
 - MEDICAL FACILITIES
 - CITY & COUNTY FACILITIES
 - RETAIL MALLS
 - HOTELS & RESTAURANTS
 - LEED Certified Buildings
 -

Leveraging our comprehensive experience, we're committed to ensuring cleanliness and hygiene across all industries we serve.

Experience on Similar Projects

UBM Enterprise, Inc. has been providing janitorial services to various Municipal facilities including Dallas County, City of Dallas, City of Plano, City of Coppell, City Garland, City of Tulsa, Town of Flower Mound, City of Grand Prairie, Oklahoma County, City of Goodyear and etc.

UBM currently providing janitorial services to the following municipal facilities:

Cities & Counties	Description
Dallas County, TX	50 County Facilities, 2.2 million sq. ft.
City of Arlington, TX	35 City Facilities, 650,000 sq. ft.
City of Waco, TX	40 City Facilities, 550,000 sq. ft.
Town of Flower Mound, TX	15 City Facilities, 250,000 sq. ft.
City of Desoto, TX	7 City Facilities, 120,000 sq. ft.
Polk County, FL	18 Facilities, 980,332 sq. ft.
San Diego County, CA	42 County Facilities, 650,000 sq. ft.
Oklahoma County, OK	Oklahoma County Courthouse & Justice Detention Center, 315,000 sq. ft.
State of Iowa	9 State Facilities, 900,000 sq. ft.
Arizona Department of Emergency and Military Affairs, AZ	5 Sites, 14 Facilities, 250,000 sq. ft.
City of Phoenix, AZ	15 City Facilities, 420,000 sq. ft.
City of Chandler, AZ	Park Restroom Cleaning Services
Clermont County, OH	3 County Facilities, 140,000 sq. ft.

Pictorial References

Enclosed, you'll find references that highlight some of the key regions where our headquarters are located. These are just a snapshot of our extensive operations and strategic presence. Should you require more detailed or additional references pertaining to other regions or specific details about our headquarters, please don't hesitate to ask. We are more than happy to provide further information upon request.

(DFW Governmental)

Dallas County

Contact Title: Phone Number: E-Mail: Description: Length of Service:	Carol Johnson	
	Operations Manager	
	(214) 653-7839	
	Carol.johnson@dallascounty.org	
	Janitorial Services to Dallas County, 50 Facilities, 2.2 million sq. ft.	
	6th year in service	

City of Grand Prairie

Contact Title: Phone Number: E-Mail: Description: Length of Service:	Linda Lankford	
	Facilities Services Manager	
	(972) 237-8247	
	LLankford@gptx.org	
	Janitorial Services to City of Grand Prairie, 35 facilities, 550,000 sq. ft.	
	Completed 5 year services	

City of Arlington

Contact Title: Phone Number: E-Mail: Description: Length of Service:	Jack Choi	
	Custodial Services Administrator	
	(817) 475-0536	
	Jack.choi@arlingtontx.gov	
	Janitorial Services to City of Arlington, 35 Facilities,, 650,000 sq. ft.	
	5th year in service	

Town of Flower Mound

Contact: Title: Phone Number: Email Description: Length of Service:	Jeff Garner	
	Director of Facility Management	
	(972) 874-6064	
	Jeff.garner@flower-mound.com	
	Janitorial Services to Town of Flower Mound, 15 Facilities, 250,000 sq. ft.	
	7th year in service	

(DFW Commercial)

	<p>Building Name: Address: Stores, RSF: Management Co.: Manager: E-Mail: Length of Service:</p>	<p>5600 Clearfork Main 5401-5555 Beach & 9151 Blvd 26 1.5 million sf JLL Ann Withington, (817) 890-9978 (Office) Ann.withington@am.jll.com 5th year</p>
	<p>Building Name: Address: Stores, RSF: Management Co.: Manager: E-Mail: Length of Service:</p>	<p>Frost Tower 640 Taylor Street Fort Worth, TX 250,000 sf Stream Realty Marsha Krueger, (682) 785-8882 Marsha.krueger@streamrealty.com 5th year</p>
	<p>Building Name: Address: Stores, RSF: Management Co.: Manager: E-Mail: Length of Service:</p>	<p>Burnett Plaza 801 Cherry St. Fort Worth, TX 40 Stories, 1,024,600 sf TXE Properties Jennifer Eslinger, (817) 332-6390 jeslinger@txeproperties.com 13 years</p>
	<p>Building Name: Address: Stores, RSF: Management Co.: Manager: E-Mail: Length of Service:</p>	<p>Citi Group Dallas, San Antonio, Jacksonville, FL 2 million sf Cushman & Wakefield Aaron Blue (972) 653-4416 Aaron.Blue@citi.com 3rd year</p>
	<p>Building Name: Address: Stores, RSF: Management Co.: Manager: E-Mail: Length of Service:</p>	<p>Wells Fargo Bank Texas Region 450,000 sf Wells Fargo Alicia Milligan, (469) 352-2692 alicia.milligan@wellsfargo.com 12th year</p>

References (DFW Commercial)

	<p>Building Name: Address: Stores, RSF, Class: Management Co.: Manager: E-Mail: Length of Service:</p>	<p>Bank of America Plaza 901 Main Street Dallas, TX 74 Stories, 1,8 million sf, AA JLL Lisa Hall, (214) 761-6110 Lisa.hall@am.jll.com 26 years</p>
	<p>Building Name: Address: Stores, RSF, Class: Management Co.: Manager: E-Mail: Length of Service:</p>	<p>Bryan Tower 2001 Bryan St. Dallas, TX 40 Stories, 1,2 million sf, A Wood Capital Alicia Neel, (469) 830-9800 aneel@woodcapital.com 13 years</p>
	<p>Building Name: Address: Stores, RSF: Management Co.: Manager: E-Mail: Length of Service:</p>	<p>Plaza of the Americas 700 N. Pearl St. Dallas, TX 25, 25, 26 Stores, 2 million sf, A M & M Properties Lana Hathcock, (214) 220-3311 lhathcock@mmprop.com 23 years</p>
	<p>Building Name: Address: Stores, RSF, Class: Management Co.: Manager: E-Mail: Length of Service:</p>	<p>Trammell Crow Center 2001 Ross Ave. Dallas, TX 50 Stories, 1.2 million sf, AA Regent Properties Sarah Mendez, (214) 863-4142 Sarah.mendez@regentproerties.com 21 years</p> 

References Worksheet

Please provide at least five (5) verifiable references for same or similar services as the Town has specified in the solicitation, in the spaces provided below.

Company Name: Dallas County
 Contact Name: Carol Johnson
 Address: 133 N Riverfront Blvd. 9th Floor
Dallas, TX 75207
 Email Address: Carol.johnson@dallascounty.org
 Phone: (214) 653-7839
 Contract Date: 6th year in service
 Description of Services: Janitorial Services to Dallas County, 50 Facilities, 2.2 million sq. ft.

Company Name: City of Grand Prairie
 Contact Name: Linda Lankford
 Address: 318 W. Main St.
Grand Prairie, TX 75050
 Email Address: LLankford@gptx.org
 Phone: (972) 237-8247
 Contract Date: 6th year in service
 Description of Services: Janitorial Services to City of Grand Prairie, 35 facilities, 550,000 sq. ft.

Company Name: City of Arlington
 Contact Name: Jack Choi
 Address: 102 S. Mesquite St.
Arlington, TX 76010
 Email Address: Jack.choi@arlingtontx.gov
 Phone: (817) 475-0536
 Contract Date: 5th year in service
 Description of Services: Janitorial Services to City of Arlington, 35 Facilities,, 650,000 sq. ft.

Company Name: Town of Flower Mound
 Contact Name: Jeff Garner
 Address: 2121 Cross Timbers Road
Flower Mound, Texas 75028
 Email Address: Jeff.garner@flower-mound.com
 Phone: (972) 874-6064
 Contract Date: 7th year in service
 Description of Services: Janitorial Services to Town of Flower Mound, 15 Facilities, 250,000 sq. ft.

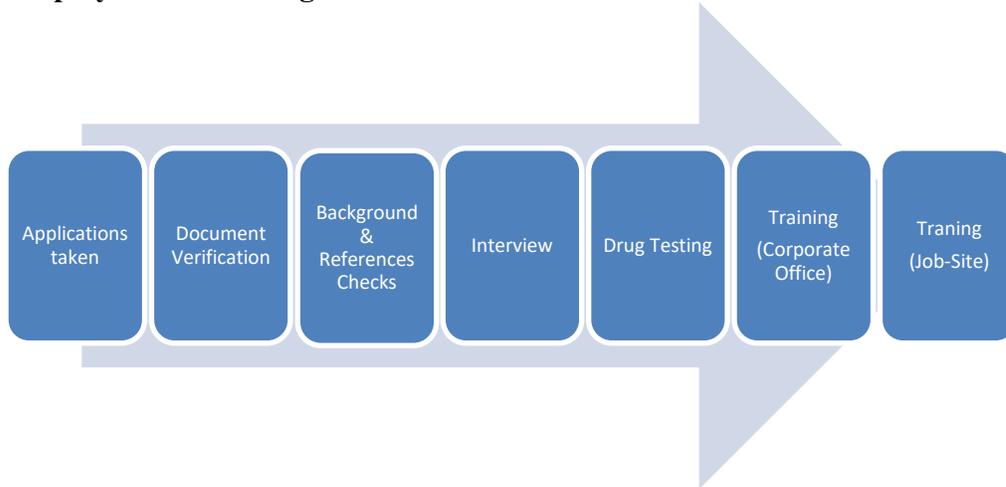
Company Name: John Lang LaSalle
 Contact Name: Ann Withington
 Address: Dallas & Fort Worth

 Email Address: Ann.withington@am.jll.com
 Phone: (817) 890-9978
 Contract Date: 5th year in service
 Description of Services: Janitorial services to 5 JLL Commercial AA Buildings, 1 million sq. ft.

Hiring Process

New Applicants can apply at the Corporate/Branch Office, Job Sites, or on our company web site, www.ubmhq.com.

Employee Onboarding Process



New hire checklist

- Background checks through Kgriff (www.kgriff.com)
 - Verification of driver's license or ID
 - County Criminal, Federal Criminal, Multi-jurisdiction Criminal
 - Sex offenses
 - Social Security Number Verification
- References checks
- Drug testing & Screening
 - (UBM is a drug and alcohol-free company and conducts pre-employment drug testing upon request by the client. If not required by client, UBM tests its employees in the following instances: Probable cause, Reasonable doubt, Post-injury, or Random)
- Email creation and business card order (if needed).
- Mobile phone order (if needed)
- Order technology equipment (computer, printer, iPad) and software (if needed)
- Training (General training at corporate office)
- Training at job site
- Notify supervisor/manager new hire information
- Inform employee:
 - Confirm start date, time, place, parking, dress code, etc.
 - Provide name of their on-site supervisor/manager.

Employee Retention

UBM recognizes that employee retention is the most important factor in ensuring consistent performance and steady costs. Although turnover rates in the cleaning industry are typically much higher than other industries, we have managed to maintain a turnover rate at minimum by focusing two key areas: Hiring the right employee for the position and Getting best custodians to stick around

Hiring the right employee for the position

Background Check: At UBM, we take our clients' comfort and safety seriously. To ensure that we can trust the employees we send into our clients' spaces, we conduct criminal background checks before hiring, and we can perform additional extensive background checks if our clients require them.

Work experience: Hiring cleaners with previous cleaning experience will ensure that they know what is required of them. We can also consider individuals with experience in physically demanding jobs.

Ability to solve problems: It is likely that even if a team is working in one location, each employee will need to work independently to cover more ground. Therefore, it is important that each employee is independent and self-motivated enough to solve minor issues without always relying on others.

Dedication: We require a team that will show up on time for their scheduled shifts and notify our managers in advance if they are unable to work.

Friendliness: If our employees come into contact with our clients, it is essential that they are friendly and approachable to ensure that they do not scare away our clients.

Getting best custodians to stick around

Continuous learning: It is important that our employees continuously familiarize themselves with new equipment and chemicals through regular training to keep up with the latest technology.

Competitive benefits package: We offer a competitive benefits package to attract and retain top talent.

Financial incentives: We offer financial incentives such as raises and bonuses to reward exceptional performance and motivate our employees to exceed expectations.

Opportunities for growth: Many of our managers and supervisors began their careers as day porters or night cleaners. We provide opportunities for growth by promoting outstanding day porters and night cleaners to supervisors, and exceptional supervisors to managers.

Training Program Outline

UBM is committed to hiring the right people. Our interviewing process ensures our employees have the experience and attitude necessary for the cleaning environment, and our Human Resource Department runs background checks on all candidates. Our goal is to have a successfully hiring process so our employees can provide a long term relationships with our clients.

Training Requirements -

- New employees:
 - New Hire Training – 12 hours (within 1st week of employment)
 - Continuing Education – 24 hours (annual)
- Current employees:
 - Continuing Education – 24 hours (annual)
- Supervisors:
 - Continuing Education – 24 hours (annual)

Benefits –

- Satisfies LEED training recommendations IEQ 3.1.
- Provides consistency in the new hire experience and training.
- Helps new employees feel connected to the corporate office.
- Project Managers can easily identify employees’ areas of least comprehension.
- Assist Project Managers in holding employees’ accountable for their training without disrupting the working relationship.
- Corporate will be able to:
 - Document and track training for every employee.
 - Track employee turnover ratio.
 - Identify areas of improvement with higher precision.



Sample Training Program Outline:

- Equipment maintenance
- Hard floor surface techniques
- Proper chemical use
- Green Cleaning – Microfiber
- New products and equipment
- Carpet cleaning techniques by IIRCR certified technician
- Bloodborne pathogen prevention
- Anthrax procedures
- Building emergency evacuation procedures

Quality Control

At UBM Enterprise, Inc., delivering top-notch service is our primary focus. We ensure consistent quality control performance through unscheduled inspections and regular inspections conducted by the account manager on a daily, weekly, and monthly basis. Our team strives to adhere strictly to our clients' cleaning specifications and address any deficiencies promptly. We take necessary actions at each location to achieve complete success, including:

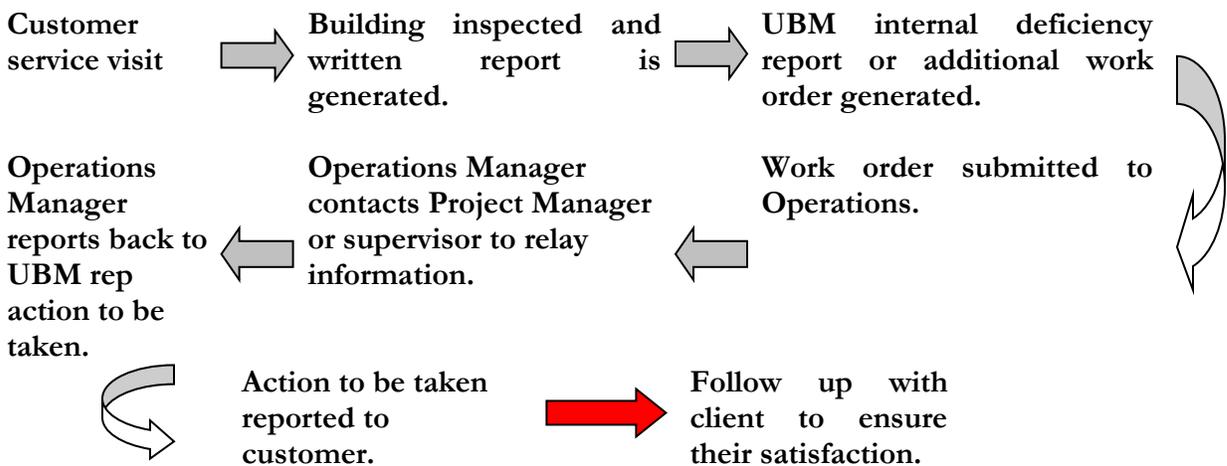
1. Implement & Define Contract Expectations:

UBM's operational and management team will review and define all contract expectations as well as outline the scope of work to be performed in a periodic schedule. This model is helpful to our staff and adds accountability. This planning process provides UBM with a proven track record of providing excellent service that is seamless and meets our clients' needs on a nightly basis.

2. Unscheduled Inspections:

Through unscheduled inspections we are able to measure our performance in order to maintain your building as outlined in the *scope of work*. We utilize these inspections to quickly and accurately take corrective action on all deficiencies.

3. Corrective Action Process - Scheduled Inspections:



4. Complaints Handling Process:

Customer complaints can be received in person, through email, or over the phone. The Project Manager is responsible for handling complaints initially, and the Supervisor handles complaints as necessary.

The Project Manager reports back to the customer that their complaints have been resolved. If the customer is not satisfied with the resolution provided by the Project Manager, they can escalate the issue to 2nd level managers, such as Corporate Operation Managers or Branch Managers.

The 2nd level managers inspect the site and report back to the customers with their findings and recommendations for resolution.

5. Analyzing & Benchmarking:

UBM's operational team utilizes the inspection results to quickly analyze and benchmark the performance of our team at your building so we can recognize where reoccurring deficiencies are happening. Our team can then determine the appropriate method of training needed to correct the deficiencies.

6. Re-Inspect & Report:

All reported deficiencies are re-inspected by our team. They will pass inspection only if the corrected deficiency meets the standards as outlined in the scope of work and by our client.

7. Continuous Training:

To complete our quality assurance model we believe we have to continuously training our employees. At UBM we feel this is what sets us apart from our competition. Continue training measures occur through on-site training as well as online training. Each employee has access to on-line models in English, Spanish and French through Johnson Diversey's on-line training tools. Continuous training helps minimize consist deficiencies and keeps our employees motivated to perform well.

UBM ENTERPRISE INC.
Performance Metrics
for
Sample

Month: March Year: 2023

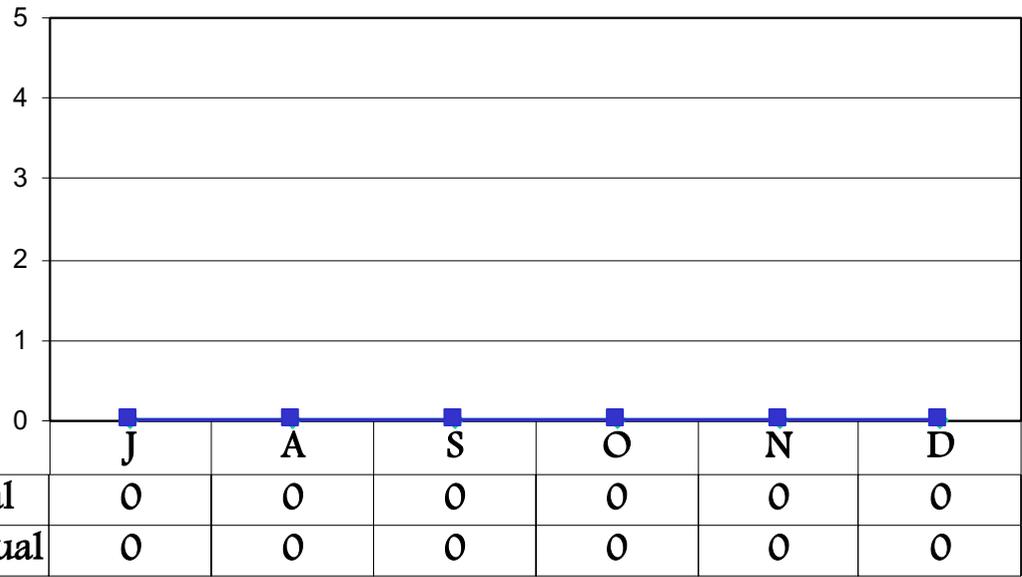
GROUP A Building List

- ~ Historical Library
- ~ LWC Building
- ~Property Appraiser
- ~ Supervisor of Elections
- ~ Family Mediation
- ~ Tax Collector – Bartow
- ~ Wright Facility
- ~ Real Estate
- ~ Bartow Courthouse
- ~ Neil Combee Administration Building
- ~Parking Garage
- ~SE Bank / Guardian Ad Litem
- ~Tax Call Center
- ~Utilities IT (2nd Floor SOE)
- ~Indigent Health Care

Janitorial Metrics - Safety

OSHA RECORDABLE INCIDENT RATE

—◆— Goal —■— Actual



PERFORMANCE ASSESSMENT

No incidents in the month of November.

ACTION PLAN / GOALS

Continue to educate staff on safety guidelines

Comments

Vendor Name: UBM Enterprise, Inc
Janitorial Metrics – Trouble Calls

- Requests: 31
- Needs Attention: 5
- Kudos: 1

PERFORMANCE ASSESSMENT / BREAKDOWN

Needs attention

BCH: Trash (missed)

NCA: Mens Restroom (1)

CURRENT ACTION / STATUS

All areas corrected

All requests fulfilled

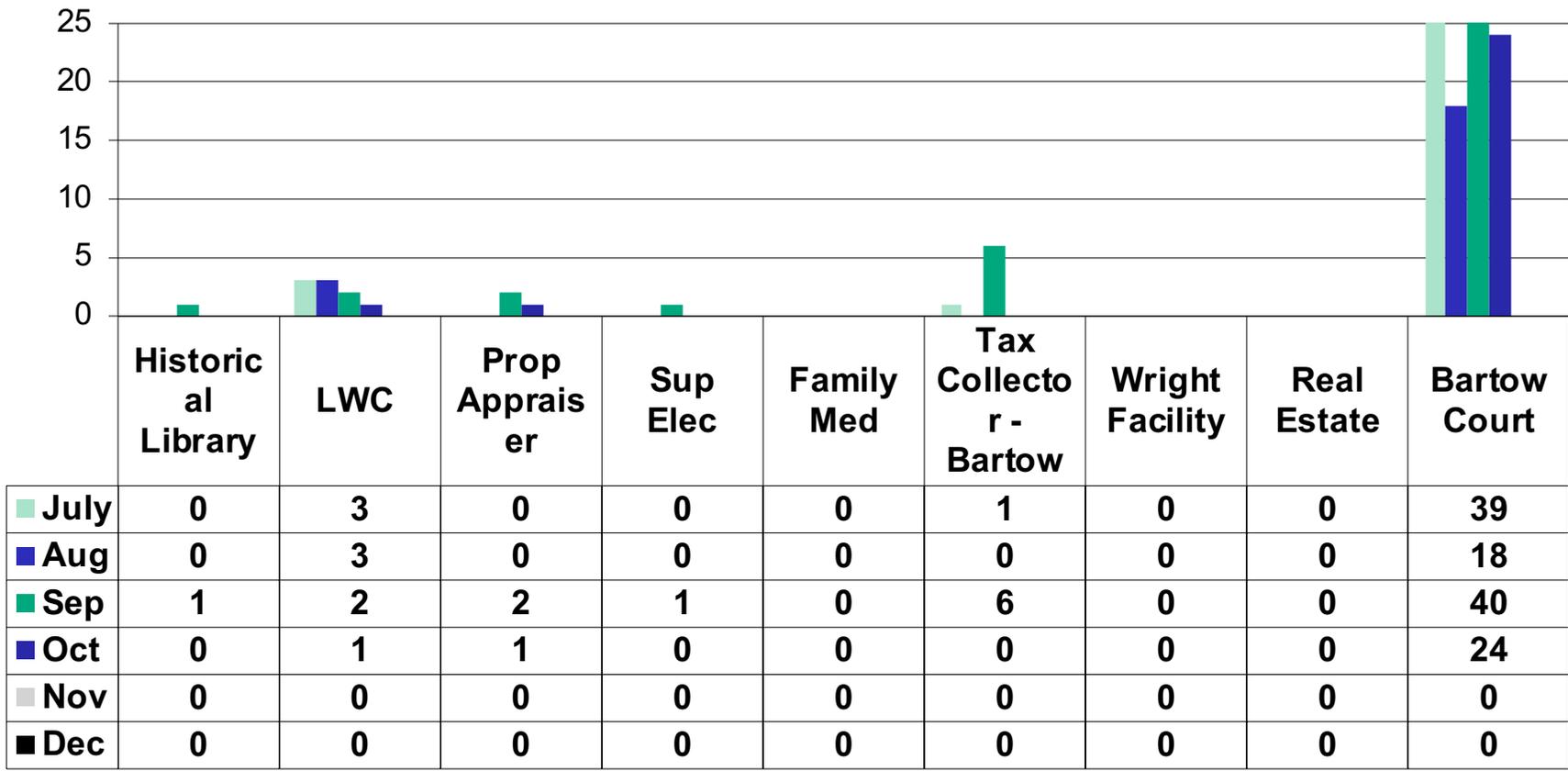
LONG-TERM IMPROVEMENT PLAN

Continue training current and new hires

COMMENTS:

Vendor Name: UBM Enterprise, Inc
Janitorial Metrics – Trouble Calls

Trouble Calls



Vendor Name:UBM Enterprise, Inc.
Janitorial Metrics – Trouble Calls

	Requests	Complaints	At-a-Boys
Historical Library	0	0	0
LWC Building	1	1	0
Property Appraiser	1	0	0
Supervisor of Elections	1	0	0
Family Mediation	0	0	0
Tax Collector – Bartow	0	0	0
Wright Facility	0	0	0
Real Estate	0	0	0
Bartow Courthouse	22	2	1

CURRENT ACTION/STATUS:

PERFORMANCE ASSESSMENT / BREAKDOWN

Supplies: Property App. (fulfilled)

Procedures: (none)

R/R Cleaning:

Trash:

Bartow Courthouse: 2

Neil Combee: 2

General cleaning: 0

Vacuuming: 0

Mopping:

Bartow CH: Miscellaneous: (none)

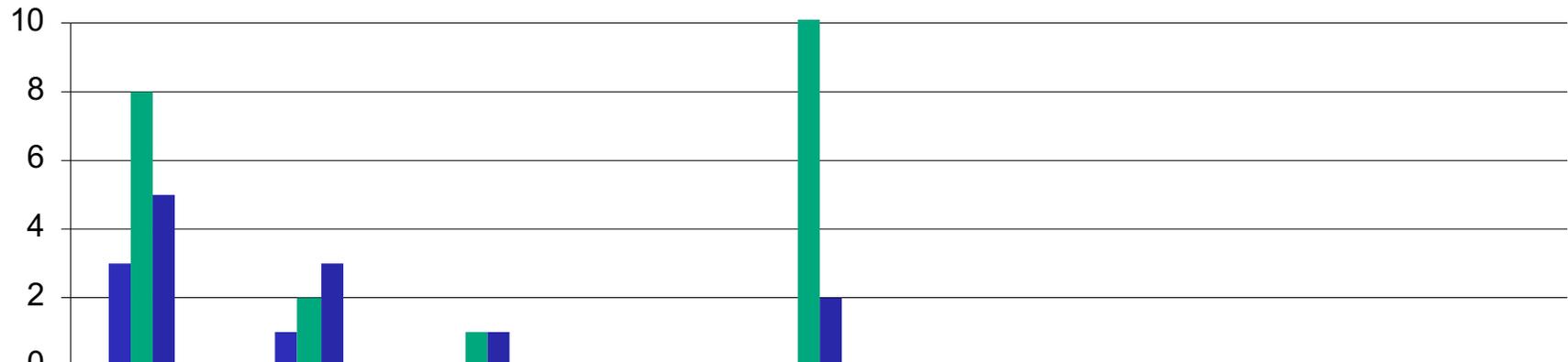
LONG-TERM IMPROVEMENT PLAN

Quality Control inspections

Ensure adequate training of new hires

Vendor Name: UBM Enterprise, Inc.
Janitorial Metrics – Trouble Calls

Trouble Calls



	Neil Combee	Parking Garage	Guard Ad Litem	Call Center IT	Indigent Health Care				
July	0	0	0	0	0				
Aug	3	1	0	0	0				
Sep	8	2	1	0	12				
Oct	5	3	1	0	2				
Nov	0	0	0	0	0				
Dec	0	0	0	0	0				

Vendor Name: UBM Enterprise, Inc.
Janitorial Metrics – Trouble Calls

	Requests	Complaints	At-a-Boys
Neil Combee Admin	3	2	0
NC Parking Garage	0	2	0
Guardian Ad Litem	1	0	0
Call Center	0	0	0
Indigent Health Care	2	0	0
	0	0	0
	0	0	0
	0	0	0
	0	0	0

CURRENT ACTION / STATUS:

PERFORMANCE ASSESSMENT / BREAKDOWN

- Supplies: 0
- Procedures: (None)
- R/R Cleaning: (None)
- Trash: (None)
- General cleaning:
- Mopping: (None)
- Vacuuming: (None)
- Miscellaneous: (None)

LONG-TERM IMPROVEMENT PLAN

- Quality Control inspections
- Ensure adequate training of new hires

Janitorial Metrics – Floor Periodics

October



2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 BCH: 1 ST FLOOR JUVENILE COURTROOMS AND COMMON AREAS	2 BCH: 2 ND FLOOR JURY ASSEMBLY W/ COMMON AREAS, JUDGES ELEVATOR	3
4	5	6 BCH: 1 ST FLOOR SECURE HALL, JURY DELIBERATION, MAIN COURTROOM	7 BCH: 9 TH & 8 TH FLOOR HEARING ROOMS CARPET CLEANING	8 BCH: 7 TH & 6 TH FLOOR HEARING ROOMS CARPET CLEANING	9 BCH: 5 TH FLOOR HEARING ROOMS CARPET CLEANING	10
11	12 NEIL COMBEE ADMIN. 5 TH FLOOR CARPET CLEANING: ALL DEPARTMENTS (After 5pm)	13 NEIL COMBEE ADMIN. 4 TH FLOOR CARPET CLEANING: ALL DEPARTMENTS (4PM Human Resources CARPET CLEANING)	14 NEIL COMBEE ADMIN. 3 RD FLOOR CARPET CLEANING: ALL DEPARTMENTS (After 5pm)	15 NEIL COMBEE ADMIN. 2 ND FLOOR CARPET CLEANING: ALL DEPARTMENTS (After 5pm)	16 NEIL COMBEE ADMIN. 1 ST FLOOR CARPET CLEANING: ALL DEPARTMENTS (After 5pm)	17
18	19 Indigent Health Care Strip and Wax	20 Indigent Health Care Strip and Wax	21 Indigent Health Care Strip and Wax	22 Indigent Health Care Strip and Wax	23 Indigent Health Care Strip and Wax	24
25	26 Bartow Courthouse 9 th Floor Judges Suites Red and Blue (After 5pm)	27 Bartow Courthouse 8 th Floor Judges Suites Red and Blue (After 5pm)	28 Bartow Courthouse 7 th Floor Judges Suites Red and Blue (After 5pm)	29 Bartow Courthouse 6 th Floor Judges Suites Red and Blue (After 5pm)	30 Bartow Courthouse 5 th Floor Judges Suites Red and Blue (After 5pm)	31 

Vendor Name: UBM Enterprise, Inc.

Item 5.

Janitorial Metrics – Quality Control Inspections

	Inspection Type	Frequency of Inspection	Reason for Inspection	Results of Inspection
Historical Library	Proactive	4	QC	Acceptable
LWC Building	Proactive	8	QC	Acceptable
Property Appraiser	Proactive	8	QC	Acceptable
Supervisor of Elections	Proactive	4	QC	Acceptable
Family Mediation	Proactive	4	QC	Acceptable
Bartow Tax Collector	Proactive	6	QC	Acceptable
Wright Facility	Proactive	4	QC	Acceptable
Real Estate	Proactive	4	QC	Acceptable
Bartow Courthouse	Proactive	30	QC	Acceptable

Vendor Name: UBM Enterprise, Inc.

Item 5.

Janitorial Metrics – Quality Control Inspections

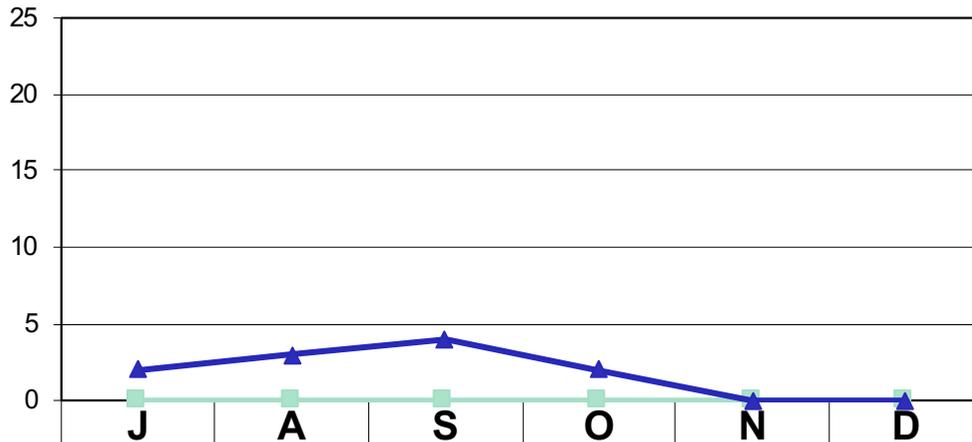
	Inspection Type	Frequency of Inspection	Reason for Inspection	Results of Inspection
Neil Combee Admin	Proactive	30	QC	Acceptable
Parking Garage	Proactive	8	QC	Acceptable
Guardian Ad Litem	Proactive	4	QC	Acceptable
Charles Richardson Center	Proactive	8	QC	Acceptable

UBM Enterprise, Inc.

Janitorial Metrics - Turnover

Employee Turnover

—■— Goal —▲— Actual



—■— Goal	0	0	0	0	0	0
—▲— Actual	2	3	4	2	0	0

TURNOVER DETAILS

1 Total:

- 2 employees resigned

COMMENTS

ACTION PLAN

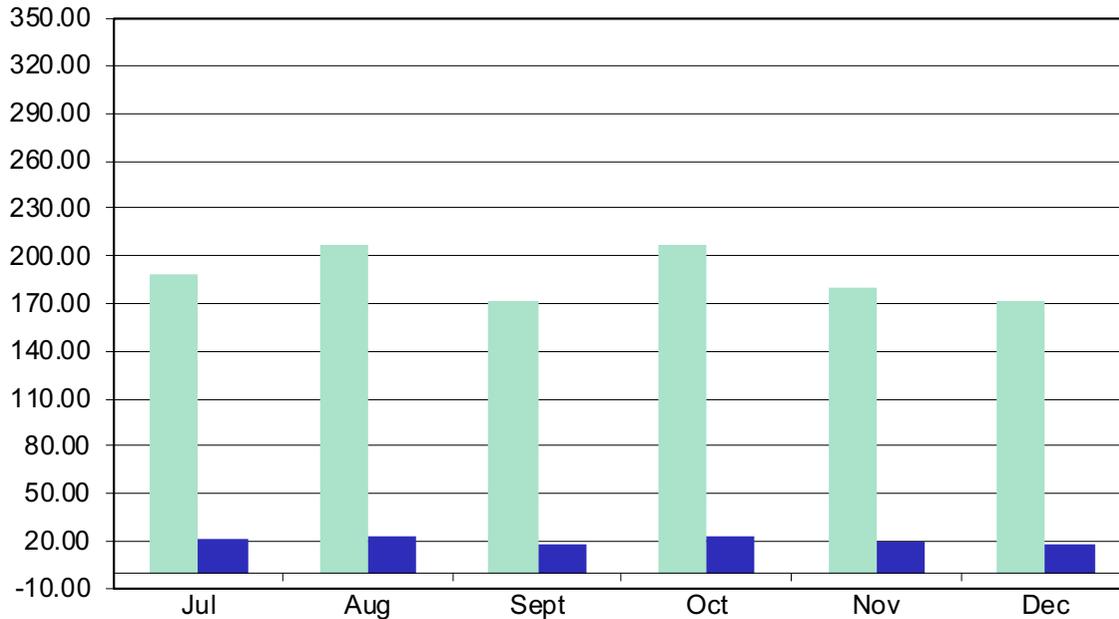
Ensure that each new hire receives adequate training in their assigned facility

Vendor Name: UBM Enterprise, Inc.

Janitorial Metrics - Training

EMPLOYEE TRAINING

■ Technical / Operational ■ Safety



AREAS OF TRAINING COMPLETED

Train staff on cleaning standards

Train new staff on cleaning procedures at each location, make sure they understand public restrooms are a priority along with the common areas.

Trained supervisors to ensure supervisory duties & responsibilities were being carried out.

Train on safety procedures

COMMENTS

FUTURE TRAINING TOPICS

Work with new and current staff on proper cleaning at each location.

Management Plan for Supervision and Transition

A. Management Philosophy

At UBM Enterprise, Inc., our management philosophy revolves around fostering long-term, mutually beneficial partnerships with our clients. We firmly believe that the cleanliness of a building reflects the professionalism of the company it houses. This is why we are dedicated to delivering the highest standard of service and offering cost-effective solutions to meet our clients' unique needs.

We are committed to creating quality job opportunities within our community and maintaining a business culture that upholds honesty and integrity. We place great importance on hiring and training the best employees, ensuring they understand and embody the values that UBM stands for. By doing so, we guarantee that your facilities are managed by a team that truly cares.

Our business model is built upon three key principles: quality control, accountability, and reliability. These tenets form the foundation of our proposal to you. We invite you to explore our references and verify our industry track record, so you can be confident that UBM Enterprise, Inc. is a company built on these vital principles.

B. Communications Plan

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C. General Janitorial services

The most critical element to the successful completion for any job is a thorough knowledge of the work to be performed. To ensure complete compliance to the contract, the Project Manager will review the specifications. From these specifications,

the Project Manager and the Operations Manager will create a comprehensive plan of operations for your facilities. This plan will include scheduling of daily, weekly, monthly, quarterly, bi-annually, annually and all other periodic frequency work to be performed.

All employees will be trained and instructed on the “UBM Methodology” for Municipal Facilities cleaning. Along with this training will be specific instructions towards personnel procedures, safety and health regulation, timekeeping and other pertinent regulations. Also, a comprehensive step by step instruction manual on how to operate the facility without disturbances, it will include:

- Communication Chart- an organizational chart with complete name and position and contact numbers.
- Weekly Staffing Schedule by assignment
- Periodic Work Schedule
- Key and Code information
- Customer and tenants contact and information
- Equipment list and Maintenance Log
- Absenteeism Preparedness Plan
- Emergency Respond Preparedness Plan
- Environmental Responsibility Outline
- Daily Operational Plan

Daily Routine Cleaning will be performed as follow:

General Cleaners - perform daily deep cleaning duties such as vacuuming, dusting, sweeping, trash removal, restroom cleaning & sanitizing, etc. The custodian will be trained on Daily Cleaning Requirement for offices and conference rooms, Restrooms (Public and Private), Showers, Lunchrooms, Eating and Vending Areas, Building Entrances, Lobbies, and Hallways Exterior, Graffiti and Vandalism Eradication, and Solid Waste Collection and Removal. We will utilize comprehensive step by step guidelines for each area of services.

Periodic PM Cleaning (Weekly, Monthly, Quarterly, Bi-Annually, Annually) will be performed as follow;

Floor Tech – perform periodic cleaning duties such as high and low dusting, floor maintenance, power washing, window cleaning, cleaning light fixtures, etc. For these cleaning duties, the project manager will create in periodic schedules and submit to the Town of Prosper representative for approval.

D. Specialty Janitorial services

The janitorial services for specialty area/location such as Court Detention Cell, Holding Tank Detention Cell, and Parking Facility need well plan ahead. The Project Manager

will create guidelines and the supervisors will regularly monitor the implementation of following:

- Employee safety- make sure gear up with safety equipment and supplies
- Cross contamination- color coded supplies to prevent cross contamination
- Hours of Work- accommodate after hour services with time frame
- Special Cleaning Guideline- check list of cleaning items to be completed including cleaning technique.

E. Services for Special Events/Programs

The branch office of UBM Enterprise, Inc. will provide all necessary back up in need of staffing for special events/programs. We will typically have reserve staffing (all background and initial training conducted) which allow us to react in timely manner. We will also utilize on-site custodians with overtime pay. Project Manager will notify Operations Manager in need of any additional staffing then the branch office will prepare staffing with 2 days of initial notification from customer.

F. Services for Emergencies/Call Back Work

Emergency Assessment/Work- when there is an emergency situation due to various circumstances, the Project Manager will assess the emergency along with customer’s request and categorize by degree of emergency to:

- 1 (Immediate Response)
- 2 (Same day Response)
- 3 (Overnight Response)

For example, if a maintenance related emergency such as floor flooding by pipe breakage, it will be 1 (immediate Response). UBM Project Manager will dispatch emergency crew right away to stop the water from damaging the facility. UBM also guarantees our workmanship and will response to any customer complains in timely manner including during the holidays.

Emergency Assessment Chart

Degree of Emergency	Response Time
1 (Immediate Response)	15 minutes-2 hours
2 (Same day Response)	12 hours
3 (Overnight Response)	24 hours

In the event of an emergency UBM has a 24/7 emergency contact line and contingency plan that will help assist our client in timely and efficient manner. UBM’s 24/7 emergency contact line is 1-855-243-5273



G. Staffing Plan

UBM Enterprise, Inc. proposes a team for the Town of Prosper that fully comprehends the specific requirement of the solicitation. We have taken into account personnel experience, knowledge, skills, capabilities and physical location in determining the approach to efficiently and effectively meet and exceed the Town of Prosper’s expectation.

Our team for this project will be:

- Project Manager: 1
- Supervisor: 1
- Day Porter: 1
- Day Cleaner: 2
- Night Cleaner: 3

Work Hours

Building	SF	Cleaner	Days Per Week	Day Porter	Weekly Hours
Town Hall	35,000	7	5	2	45
Prosper Public Library	9,640	2	5	2	20
Central Fire Station #1	30,358	4	5		20
Fire Station #2 (Supplies Only)	0	0			
Fire Station #3 (Supplies Only)	0	0			
Parks Admin Offices	2,300	1	5		5
Parks Recreation Offices	1,350	1	5		5
Parks Operations Offices	500	1	1		1
Police Department	23,159	5	6		30
Public Works Complex	9,000	3	2		6
	111,307	24		4	132

Legend

Day Cleaning Only
Day Porter + Night Cleaning
Night Cleaning Only
Supplies Only

H. Absenteeism Preparedness Plan

Day Operations

Day Cleaners and Porters will text daily to Project Manager to inform their presence to work. Project Manager will contact Day Cleaners or Porters who didn't text to check no shows. In case of absence, Project Manager will contact Corporate Operations Manager for back-up personnel.

Night Operations

Supervisors report daily attendance to Night Operations Manager. In case of absence, Supervisors will assess the situation and report whether the daily tasks can be completed by the on-site staff. If tasks cannot be completed with the on-site staff, Night Operations Manager will contact the Corporate Operations Manager for additional manpower.

Predictable absences (i.e. vacation) will be covered by a substitute.

I. Transition Plan

Pre-start Day 1: First day when notified of award	<ul style="list-style-type: none"> Contract awarded UBM immediately conducts "new start" meeting to plan transition into facility Assign start-up team members for the project
Pre-start Day 2	<ul style="list-style-type: none"> Review projected equipment and supply list; make revisions as required Order equipment and supplies if needed
Pre-start Days 2-10	<ul style="list-style-type: none"> Interview and background check for additional staff
Pre-start Days 11-15	<ul style="list-style-type: none"> Site survey conducted Phase-in plan finalized Back-up staffing planned
Pre-start Days 16-20	<ul style="list-style-type: none"> Conduct employee training Review all work specifications with managers and supervisors Daily start-up team meetings to ensure all required duties have been completed
Pre-start Days 21-28	<ul style="list-style-type: none"> Continue daily start-up team meetings Review equipment status & complete inventory check Equipment delivered
Pre-start Day 29	<ul style="list-style-type: none"> Final walk-thru of facility with UBM site managers, supervisors and lead staff
Start date: Day 30	<ul style="list-style-type: none"> First day of service under new contract

Post-start date Days 1-30	<ul style="list-style-type: none"> Review start-up successes or deficiencies with client Corporate managers tour facilities to determine quality of start-up service, immediately correcting any deficiencies
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It takes longer hours and additional man-hours to bring the level of service up to our standard if previous contract deficiencies are greater than expected. In this case, we will provide transition team with extra staff at no additional cost to overcome previous contract deficiencies.

J. Equipment List

UBM will provide any other equipment, not listed above, if needed to fulfill scope of work requirements. All equipment will be of **NEW** condition. UBM will perform periodic preventative maintenance to all equipment to prevent breakdown and ensure that they are operational and safe to use.

Equipment Type	Brand	Picture
High Speed Burnisher	Tennant BR-2000-DC	
20" Low-Speed Machine	Advance Pacesetter 20HD	
Wet & Dry Vacuum	Advance VL500	
Floor Dryer	Advance AM2400D	

Mop bucket Combo	Rubbermaid WaveBrake Down 7577-88	
Backpack Vacuum	Proteam Supercoach	
Upright Vacuum	Sanitaire Vacuum with Allergen Filtration SC888K	
Wet Floor Sign	Rubbermaid 6112	
Dust Mop 5x36, 5x48 with handle	Rubbermaid J855, M116	
Wet Mop and Handle	Rubbermaid H116, T256	
Lobby Dust Pan with Small Broom	Rubbermaid 6374, 2531	
Day Porter Cart	Rubbermaid 9T72	

44gl Trash Barrel with Dolly	Rubbermaid Brute 2643-60	
------------------------------	--------------------------	--

K. Green Cleaning Program

UBM Enterprise, Inc. champions an eco-friendly stance by employing green cleaning methods. We emphasize the use of sustainable chemicals, processes, and equipment to prioritize the health and safety of our staff, clients, and the larger community while safeguarding the environment. Since 2008, we've innovated comprehensive janitorial programs that accentuate cleaning efficiency without compromising environmental and human well-being. As a testament to our commitment, UBM is an esteemed member of the North Texas Chapter of the USGBC.

At the core of UBM's cleaning practices are environmentally preferable products and equipment. These selections not only minimize risks to individuals and the ecosystem but also attenuate the overall environmental footprint throughout their lifecycle - from production to disposal.

Understanding Green Cleaning

Simply put, Green Cleaning epitomizes health preservation without jeopardizing the environment. Our guiding principle, "Cleaning for Health and the Environment," seeks to fulfill green cleaning mandates while curtailing the exposure of our teams and facility users to any elements potentially detrimental to human health or the environment. UBM's strategy stands as a beacon for clients aiming for LEED certification. By integrating benchmarks and practices from LEED-EB editions, Green Seal GS 42 standards for cleaning services, and insights from the Pennsylvania Green Building Maintenance Manual, we've sculpted a top-tier Green Cleaning Program for our associates.

While many conventional cleaning methodologies are effective, green cleaning accentuates the symbiosis of health, environmental responsibility, and aesthetic appeal. In introducing this program, we reiterate that UBM is already proficient in numerous green methodologies.

UBM's Green Cleaning Program Components:

- Section 1: High-Performance Green Cleaning Program
- Section 2: Healthy High-Performance Cleaning Procedures
- Section 3: Chemicals
- Section 4: Equipment
- Section 5: SAP Order Record
- Section 6: Training Attendance Log Form



Section 7: Communication - With reference to the APPA Guidelines, we include an Assessment Audit Form.

Section 8: Staffing

L. Recycle Program

In collaboration with the Town of Prosper, UBM Enterprise, Inc. commits to significantly reducing waste that is routed to landfills and incinerators. We understand the environmental and societal benefits of an effective recycling program, and we're prepared to be at the forefront of this initiative.

UBM's Unique Role in Waste Management:

We have a pervasive presence across all sites.

Our teams interact with every trash and recycling receptacle.

We possess firsthand knowledge of the contents of these receptacles.

It is our responsibility to collect and manage these materials.

We influence the final destination of all collected waste and recyclables.

Adherence and Improvement:

UBM pledges to meticulously adhere to all recycling guidelines set forth by the Town of Prosper. Beyond compliance, we also offer our expertise. Should we identify potential areas for improvement or optimization within the recycling processes, we will proactively communicate our recommendations to city officials.

Employee Training and Communication:

A successful recycling program hinges on well-trained staff and seamless communication. To this end:

We incorporate a comprehensive recycling module in our employee training sessions. This ensures that every team member understands the importance of their role and is equipped with the knowledge to perform it effectively.

We establish robust communication channels within our organization. This facilitates the swift sharing of information and feedback, allowing us to continually refine our approach and ensure maximum efficiency and efficacy in our recycling efforts.

By prioritizing the Town of Prosper's recycling goals, UBM Enterprise, Inc. hopes to foster a sustainable future for the community and set a precedent for other cities to follow.



M. Chemical Supplies List

General Purpose Cleaners		
	STRIDE™ CITRUS NEUTRAL CLEANER	 
	ALPHA-HP™ MULTI-SURFACE CLEANER	 
Washroom Care		
	CREW™ BATHROOM CLEANER & SCALE REMOVER	 
	ALPHA-HP® Bathroom Disinfectant	Environmentally Preferred Product
Specialty		
	GLANCE™ NON-AMMONIATED GLASS CLEANER	 
	CREW™ EMEREL™ PLUS CREME CLEANSER	
Odor Control		
	Good Sense® Odor Eliminator	
Carpet Care		
	HEAVY DUTY PRESpray PLUS	
Floor Care		
	FREEDOM SC Stripper	
	AQUARIA Floor Finish	

☞ Safety Data Sheets (SDS) will be placed in all janitorial closets where chemical supplies stored.

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.

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).

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.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.
 UBM Enterprise, Inc.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.
None
 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

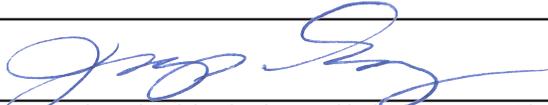
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 08/22/2023
 Signature of vendor doing business with the governmental entity Date

**REQUEST FOR PROPOSAL #2312-031
CUSTODIAL SERVICES**

Proposed Pricing Table

**Costs should include day porters at the locations requested in the specification*

Description	Monthly Cost	Yearly Cost
Town Hall	\$4,007.19	\$48,086.28
Prosper Public Library	\$1,256.33	\$15,075.96
Central Fire Station #1	\$2,455.46	\$29,465.52
Fire Station #2 (Supplies Only)	\$110.00	\$1,320.00
Fire Station #3 (Supplies Only)	\$110.00	\$1,320.00
Parks Admin Offices	\$561.44	\$6,737.28
Parks Recreation Offices	\$536.31	\$6,435.72
Parks Operations Offices	\$196.02	\$2,352.24
Police Department	\$3,117.02	\$37,404.24
Public Works Complex	\$733.92	\$8,807.04

Price for Additional Services or Facilities*

Service	Price	U/M
Day Porter Services during business hours	\$20.00	per hour per person
Additional cleanup services after hours (as needed, or special events)	\$25.00	per hour per person
Upholstery shampooing	\$20.00	per chair
Upholstery shampooing	\$100.00	per couch
Upholstery shampooing	\$80.00	per bench
Additional carpet cleaning	\$0.20	per square foot
Public/Office Space	\$0.12	per square foot
Recreation Space	\$0.12	per square foot
Maintenance Space	\$0.12	per square foot

* The Town may desire to add additional facilities to this agreement at any time. This price per square foot will be utilized to add additional areas. This price per square foot includes all labor, materials, supplies, etc. in order to maintain the space.



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Bound Tree Medical Supplies

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Richardson contract.

Description of Agenda Item:

This purchase will provide a blanket PO for the purchase of pharmaceuticals and emergency medical supplies for patients of medical emergencies and injuries.

Budget Impact:

The estimated annual expenditure for these items is \$125,000.00 and will be funded from account 100-5440-30-10. Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

Attached Documents:

1. City of Richardson Contract

Town Staff Recommendation:

Town Staff recommends approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Richardson contract.

Proposed Motion:

I move to approve the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Richardson contract.



April 3, 2023

Bound Tree Medical LLC
5000 Tuttle Crossing Blvd
Dublin, OH 43016

RE: Annual Contract: A/C: PHARMACEUTICALS & MEDICAL SUPPLIES
Purchase Order: 220704
Current Effective Date: 03/17/2022 through 03/16/2023

The City of Richardson desires to renew the above referenced contract, which expires on, 03/16/2023 for an additional one-year period, through 03/16/2024. This renewal would be consistent with the same terms and conditions as outlined in the original City of Richardson Invitation to Bid #28-20.

If you agree, please reply in writing, via email at Vanessa.Boring@cor.gov. We look forward to hearing from you soon.

- Yes, I agree to renew the above referenced contract at the same terms and conditions of the original bid. ****with attached updates****
- No, I do not want to renew the above referenced contract.

Respectfully,

Vanessa Boring
Buyer

Acknowledged & Approved:

Printed Name: Corey Case

Title: Senior Vice President of Marketing

Signature:

Date: 04/03/2023

P.O. Box 830309
Richardson, TX 75083
972.744.4130 Tel
972.744.5808 Fax
www.cor.net

February 15,2023

City of Richardson
Purchasing Supervisor
411 W Arapaho Rd, Ste 101
Richardson, TX 75080

Email: vanessa.boring@cor.gov

RE: Renewal Request RFP 28-20 Medical Supplies & Pharmaceuticals, Renewal 3

To Whom it May Concern:

Bound Tree would be like to move forward with the renewal of the above referenced contract for the renewal period of March 17, 2023 – March 16, 2024. As part of the contract renewal, we would need to amend some of the contract pricing.

Several key supplier partners have notified us of recent price increases. These were nationwide increases, not just increases for Bound Tree. There are a few items on the contract affected by these increases. As a result, we are requesting a contract amendment to adjust the contract prices that have been impacted to reflect the direct pass-through of the manufacturer increases that cannot be absorbed. Vendor documentation, where available has been attached for your review.

There is no action you need to take if you accept the increases and substitutions; your contract will be amended, and you will continue to have access to the products. If you do not accept the current increases, please notify us on or before March 1st, 2023, and the items will be removed from your contract.

We have attached a copy of the pricing in PDF and Excel format for ease of review. Thank you for your unwavering commitment to serving your communities and allowing us to be your trusted partner. We appreciate your partnership and your understanding of this situation. If you have any questions regarding these contract price changes, please reach out to your Bound Tree Account Manager our Contracts team by phone or email.

Sincerely,

Ashley Mihalyi
Account Manager
469.418.7615
ashley.mihalyi@Boundtree.com

Heather Legg
Pricing Analyst
614.760.5179
heather.legg@Boundtree.com

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

Corey Case, being duly
(Name of certifying official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

Bound Tree Medical, LLC, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible, or
- voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution of administrative sanctions.

EXCEPTIONS:



Signature of Certifying Official

Sr. Vice President of Marketing

Title

02/15/2023

Date of Certification

PROHIBITION OF BOYCOTT OF ENERGY COMPANIES

Prohibition of Boycott Energy Companies. In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

I, Corey Case, the Sr. VP of Marketing
(Name of Certifying Official) (Title or Position of Certifying Official)

of Bound Tree Medical, LLC, does hereby verify on behalf of said company to the
(Name of Company)

City of Richardson that said company does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.



Signature of Certifying Official

Sr. VP of Marketing

Title

02/15/2023

Date of Certification

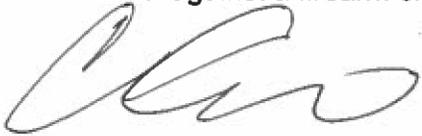
**PROHIBITION OF DISCRIMINATION AGAINST
FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS**

In accordance with Texas Government Code Chapter 2274, Professional (Contractor) verifies that it 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. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

I, Corey Case, the Sr. VP of Marketing
(Name of Certifying Official) (Title or Position of Certifying Official)

of Bound Tree Medical, LLC, does hereby verify on behalf of said company to the
(Name of Company)

City of Richardson that said company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association.



Signature of Certifying Official

Sr. VP of Marketing

Title

02/15/2023

Date of Certification

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Texas Government Code Chapter 2270, Prohibits on Contracts with Companies Boycotting Israel. A state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that; (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

I, Corey Case, the Sr. VP of Marketing
(Name of Certifying Official) (Title or Position of Certifying Official)

of Bound Tree Medical, LLC, does hereby verify on behalf of said company to the
(Name of Company)

City of Richardson that said company does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001, as amended) during the term of this contract.



Signature of Certifying Official

Sr. VP of Marketing

Title

02/15/2023

Date of Certification



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Subject: Galls Uniform & Equipment

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of uniforms and equipment from Galls, LLC through the City of Frisco cooperative best value bid (1905-082).

Description of Agenda Item:

Galls, LLC is the incumbent vendor for uniform duty wear, dress uniforms, and athletic apparel to the Town. The Town of Prosper previously entered an ILA to utilize the City of Frisco Cooperative Best Value Bid Number 1905-082.

Budget Impact:

The blanket order expenditure request is for \$90,000.00. This was an approved budget item and will be funded by Account No. 100-5400-30-01.

Attached Documents:

1. City of Frisco Uniform Contract

Town Staff Recommendation:

Staff recommends approving the purchases of uniforms and equipment from Galls, LLC through the City of Frisco cooperative best value bid (1905-082).

Proposed Motion:

I move to approve the purchase of uniforms and equipment from Galls, LLC through the City of Frisco cooperative best value bid (1905-082).



GEORGE A. PUREFOY MUNICIPAL CENTER
6101 FRISCO SQUARE BLVD
FRISCO, TEXAS 75034
TEL 972.292.5000
WWW.FRISCOTEXAS.GOV

June 14, 2023

Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505
800-876-4242 Ext.4242
Cook-Wayne@galls.com
Wayne Cook

BVB #1905-082

Fire Department Uniforms

Award Date: 08/07/2019
Contract Renewal Period: 08/07/2023 – 08/06/2024

Gall's,

The City of Frisco is requesting a one year renewal to continue your services under the conditions of the accompanying document below on the above referenced contract. The City will issue Purchase Orders to you as necessary. This is the fourth of four optional one-year renewals.

Please acknowledge receipt of this letter by signing and emailing it to Steve Cone at scone@friscotexas.gov or you may fax it to 972-292-5586.

Mike Fadden, CEO

Name

6/14/2023

Date



Signature

We look forward to a continued successful business relationship. If you have any further questions, please contact the Purchasing Division at (972) 292 5542.

Sincerely,

Steve Cone, CPPB
Purchasing Manager

05/01/2023

Via *electronic mail*

Attn: Steve Cone
George A. Purefoy Municipal Center
6101 Frisco Square BLVD
Frisco, Texas
75034
Scone@friscotexas.gov

Re: Renewal and Price Increase for City of Frisco- Fire Department Uniforms-
Contract#1905-082

Dear Mr. Cone,

Due to increased costs from our suppliers and changes to market conditions affecting labor, utility, and shipping costs, Galls is requesting a price increase of 5%- 18.20 % on the affected goods and services provided by Galls on the City of Frisco- Fire Department Uniforms- Contract#1905-082. In addition to the Contract items all other goods purchased by the City of Frisco will be increased at a rate of 5%.

As evidence of the above and for your records, please find enclosed documentation supporting this request. Also enclosed is the updated price schedule for all Contract items.

This request is in accordance with the Contract and if approved will take effect on the renewal date or earliest effective date per the contract terms. If you have any questions, please contact Angela Isom at Isom-angela@galls.com address or 859-800-1341.

We appreciate your attention to this important matter.

Regards,



Angela Isom
Strategic Contract Management Specialist
Galls, LLC

Enclosure: CPI/ Mfg. Letters/ Updated Contract Pricelist

CPI for All Urban Consumers (CPI-U) 12-Month Percent Change

Series Id: CUUR0000SA0,CUUS0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not
Area: U.S. city average
Item: All items
Base Period: 1982-84=100
Years: 2013 to 2023

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5	1.4
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.7	1.5
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	-0.1	0.3
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.1	1.5
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.2	2.0
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.5	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.7	1.9
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	3.4	6.0
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.3	7.7
2023	6.4	6.0	5.0											

Dear Valued Partner:

This historic inflationary environment continues to put significant financial pressure on American businesses. Despite Galls' best efforts to absorb cost increases by renegotiating with our vendors and making our operations more efficient, like so many American businesses, we must pass on some of these costs to our customers.

I know that's not the message you wanted to hear, and I feel it's essential our customers understand where Galls is feeling the most pressure.

Supplier Increases

The number and size of price increases being passed to Galls from our suppliers are unprecedented. Manufacturers of everything from uniforms to tactical pants to boots to duty belts are all passing on up to double-digit increases.

Transportation

The pandemic continues to drive a surge in transportation costs. For Galls, our FedEx, UPS, and the US Postal Service shipping costs are up 8% in 2022. Ocean freight, leveraged by Galls and many of our suppliers, is up 1000% or more annually. Truck Freight, how we get products to our branches and distribution center from ports and suppliers, has increased a minimum of 9.1% to as high as 28.5% in 2022.

Labor Expense

I am passionate about hiring, retaining, and developing the best talent to serve you, our front-line, military, and public safety heroes. But unfortunately, a lack of applicants, federal wage law changes, increases in insurance costs, and a competitive wage environment have driven our wages by over 50 percent in the last six months.

Thank you for your business, continued partnership, and understanding of the inflationary pressures affecting us all.

A handwritten signature in blue ink that reads 'Mike Fadden'.

Mike Fadden, CEO



January 2, 2023

Dear Streamlight Distributor,

In today's challenging and ever-changing marketplace, Streamlight remains committed to managing and mitigating cost increases by taking a very strategic view of pricing. We have worked to limit price increases (no price increase in 2020 and 2021) by focusing on value engineering within our product line coupled with ongoing efforts to improve operational and supply chain efficiencies. While inflationary pressures continue across a broad range of labor and material inputs, we have started to see some stabilization.

Streamlight remains committed to providing our distributors with a consistent timeline on price increases. We have maintained this normal timeline and cadence through the difficult years of 2020, 2021 and 2022. In addition, we also consider it very important and part of our responsibility as a good partner to absorb certain levels of transient costs in areas like freight and logistics as well as managing increases to our fixed costs like direct labor and materials and not pass them on immediately.

Even through our best efforts, global inflationary pressures and supply chain impacts have led to several permanent cost increases across most of our materials over the past 12 months. As an example, we incurred cost increases of more than 30% through 2022 on rechargeable lithium-ion batteries, primary lithium batteries and NiMH rechargeable cells through a series of increases from suppliers. In addition, freight costs as well as labor shortages resulting from the pandemic have resulted in permanent cost increases in both freight and direct labor expenses. We have absorbed these increases through 2022 and have waited to pass any of these increased costs onto you until we determined they were permanent and in conjunction with our normal pricing process timeline.

Based on the above and what we consider to be permanent increases, we will be implementing a 6% price increase effective March 1, 2023. We hope that by maintaining our normal pricing process and confirming inputs deemed to be permanent cost increases, that we minimize the disruption to our mutual business.

We remain committed to our goal of being your trusted partner by continuing our investments in value engineering, supply chain efficiencies, operations, and manufacturing and look forward to working together for a successful 2023. [Click here for the 2023 Distributor Price List.](#)

Sincerely,

Dawn M. Dalldorf-Jackson
Vice President Distribution & New Business Development

Streamlight, Inc. • 30 Eagleville Road • Eagleville, PA 19403-3996 USA
Tel: 800-523-7488 • 610-631-0600 • Fax: 800-220-7007 • 610-631-0712
www.streamlight.com

Dear Valued Smith & Warren Dealer,

Use the links below to download the retail price list which is effective February 1, 2023. While costs have increased we also believe they have stabilized. As such, the price increase for 2023 is very modest. No increase on Rhodium finish and an average of 2.5% on other finishes.

The past two years have been challenging, but Smith & Warren continues to understand the importance of being reliable. During 2022 we shipped over 95% of orders ahead of schedule and with the highest rate of accuracy in our company history. We continue to make significant investments in our systems, equipment, and people so that we can continue to provide you with the best service possible.

We are your reliable badge supplier.

January 24, 2023

To GALLS:

Effective April 1, 2023 the following styles will be incurring a WHSL price increase due to cost increases in fabric and trim.

Style	Item	Price Increase %
F5115	27/P NOMEX FLIGHT SUIT	3.34%
F5141	EXTRICATION SUIT	8.34%
F5238	WILDLAND PANT - SAGE	8.34%
F5238	WILDLAND PANT - NAVY	18.20%
F5275	STATION PANT, MENS	8.73%
F5285	CRITICAL RESPONSE EMS MENS PANT	6.08%
F5286	CRITICAL RESPONSE EMS WMNS PANT	6.08%
F5291	EDGETEC EMS MEN PANT	11.15%
F5293	STATION PANT, WMNS	8.73%
F5299	WILDLAND OVER PANT	12.01%
F5307	WILDLAND OVER COAT	12.01%
F53182W	WILDLAND SHIRT SYNERGY NOMEX	15.81%
F53185W	WILDLAND SHIRT TECASAFE+	11.13%
F5374	SUMMERWEIGHT MENS S/S SHIRT	6.47%
F5376	SUMMERWEIGHT WMNS S/S SHIRT	6.47%
F5439	1/4 ZIP SOFT SHELL JOB SHIRT	5.73%
F5802	EDGETEC MENS S/S POLO	10.58%
F5803	EDGETEC WMNS S/S POLO	10.58%
F5824	EDGETEC MENS L/S POLO	9.57%
F5825	EDGETEC WMNS L/S POLO	9.57%
F5855	SECURITY UNIFORM POLO	12.58%
F5907	EDGETEC EMS WMN PANT	11.15%

Robert Brin
SVP, Sales
Propper International Sales, Inc.



October 24, 2022

Galls Inc
1340 Russell Cave Rd
Lexington, KY 40505

To Whom It May Concern:

In regard to the Gall's pricing, please note that there was an annual increase of 5-7% starting on November 23, 2022. These increases were directly related to higher costs of materials, freight, and labor.

If you would have any questions, please feel free to contact the VP of Sales and Marketing, David Burnette at dburnette@elbeco.com.

Thank you for your valued business.

Sincerely,

Samantha Brady
Pricing Manager



March 8, 2023

Galls Inc
1340 Russell Cave Rd
Lexington, KY 40505

To Whom It May Concern:

Please note that there was an overall increase of 5-22% from year 2022 through year 2023 for Lion StationWear products. These increases were directly related to higher costs of materials, freight, and labor.

If you would have any questions, please feel free to contact the Strategic Distribution Manager, Mark Downing at m Downing@elbeco.com.

Thank you for your valued business.

Sincerely,

Samantha Brady

Samantha Brady
Pricing Manager

K **KEYSTONE UNIFORM CAP /**
SENTRY UNIFORM CAP
M H GROSSMAN

Item 7.

2251 FRALEY STREET
PHILADELPHIA, PA 19137

OFFICE (215) 821-3434 • FAX (215) 821-3438 • www.keystoneuniformcap.com

February 3, 2023

Galls Quartermaster
1340 Russell Cave Rd
Lexington, KY 40505

Attention: Ivy Johnson

This letter is to advise Galls that manufacturing, labor, and material cost continuously rise to a level where we need to increase our pricing on an average of 8%.

We look forward to continually working with you with the same diligence and service.

Thank you for your business.

Sincerely,



April Wolkow
Manager

Honeywell

November 2, 2022

Dear Partners,

This letter serves as a notice regarding a price increase that will go into effect January 1, 2023. This increase is related to material, transportation, and labor cost increases. We have been listening to your feedback, and we understand price increases and the timing around them can be especially difficult. In addition to providing 60 days' notice, our aim was to apply the smallest price increases on our top-selling products, and when possible, avoid increases altogether on certain product sub-families.

We are making the following price changes as outlined below for the United States and Canada regions:

Line of Business	Top Sellers	Rest of Portfolio	Exclusions (0% Increase)
Hearing	2%	4%	n/a
Eye, Head, Face	3.5%	3%-5%	RX Eyewear
Hand	2.5%-3.5%	5%-6%	Disposable Gloves
Emergency Eyewash	3%	6%	n/a
Fall	4%-6%	4%-6%	Self-Retracting Devices
Footwear	n/a	n/a	All SKUs
Respiratory	3% on APR	3%-4.5% APR non top seller	Disposable Supplied Air PAPR

The updated pricing book will be loaded on November 2, 2022. Any questions you have can be directed to your account representatives.

As always, we are grateful for your continued business and look forward to providing for your PPE needs.

Sincerely,

Morgan Kurk
 President, PPE
 Honeywell Safety & Productivity Solutions

October 31, 2022

Galls
1340 Russell Cave Rd.
Lexington, KY 40505

Re: HAIX North America Price Increase

Effective February 26, 2023, your cost for HAIX® boots will increase, on average, 6-7%. The increase in your cost is due to our own increasing manufacturing costs such as wages, transportation costs, and cost of raw materials, especially our cost of leather. HAIX uses only European leather, and ever-increasing demands of supply from the luxury automotive market for European leather, has led to more competition for quality hides and increased prices in the market.

We appreciate your business and value your partnership with HAIX® North America. If you have any further questions, please do not hesitate to contact me.

Yours sincerely,


Sandy Longarzo
Marketing Admin. Manager
HAIX® North America, Inc.

Fechheimer

January 25, 2023

Galls
Attn: Erica Agnew
1340 Russell Cave Road
Lexington, KY 40505

Dear Erica,
This letter is to confirm that on March 1, 2023 there will be a list price increase on all Fechheimer (Flying Cross and Vertx) styles. The price increase will be approximately 5.0%. This is in result of increases in materials and trim.

If there are any questions or additional information that is needed please feel free to contact me.

Sincerely,



Brian Duffy
VP, Customer Service

Blauer Manufacturing Company
20 Aberdeen Street
Boston, MA 02215
USA



January 5, 2023

To Whom It May Concern:

Blauer's January 2023 price list includes increases on most items in our line year-over-year for both the 12 month and six-month trailing periods. The average price increase for the period from January 2022 to January 2023 is 8%. The average price increase for the period of July 15, 2022 to January 1, 2023 is 3%. These price increases are necessary to cover labor, material and freight cost increases. Included with this letter is an item-by-item summary of the price increases for the period of January 1, 2022 to January 1, 2023.

Sincerely,

A handwritten signature in black ink that reads "Thomas W. Ames". The signature is written in a cursive style with a long horizontal flourish at the end.

Thomas Ames
Vice President – Business
Development Blauer Manufacturing
Company tames@blauer.com

5.11 DEALER NEWSLETTER

 ALWAYS BE READY.

PRICE CHANGES

Dear Valued Partner,

We are reaching out to let you know of some upcoming Price Changes for certain styles. Please refer to the below link for the list of styles and new pricing that will be effective 1.18.23.

If you have any questions, please reach out to your Territory Manager.

Blackinton®



V.H. Blackinton & Co., Inc.

August 4, 2022

Galls, Inc.
 Jamie Osborne
 1340 Russell Cave Road
 Lexington, KY 40505

Subject: Blackinton FY 2023 Badge Price Increase

Ms. Osborne,

As requested, this letter is to inform you that our catalog pricing is increasing for the upcoming fiscal year of 2023, beginning on 10/1/22 and set to expire 9/30/23.

The primary adjustment is a 15% increase to Rhodium badge finishes. All other product will receive a 10% increase. The exception to the increases outlined here will be our FlexBadge and Leather product lines which were adjusted earlier this year.

We have discontinued all surcharges being assessed for gold and rhodium plated badge finishes.

I appreciate your understanding in this matter.

Best regards,

V.H. BLACKINTON & CO., INC.

David Elliott
 Director of Sales
delliott@blackinton.com
 1-800-699-4436 ext. 112

221 John L. Dietsch
 Blvd.
 Post Office Box
 1300
 Attleboro Falls
 Massachusetts
 02763-0300

TEL - 800.699.4436
 FAX - 800.695.5349

BADGES
 INSIGNIA
 NAME BARS
 COMMEMORATIVES
 MEDALS
 REGALIA
 COINS
 MEDALLIONS
 NOVELTIES
 JEWELRY
 LUCITES
 PLAQUES
 AWARDS
 FLEXBADGE

**Effective April 1, 2023**

Dear Valued Customer,

3M will be adjusting prices on selected products effective April 1, 2023. This action includes:

- General Line Price Adjustment
- Deviated Price Adjustment

3M understands the impact price adjustments have on customers like you. The above price actions taken are a result of cost increases incurred by 3M in multiple facets of manufacturing and supply chain including raw materials, labor, transportation and overhead.

The overall impact will vary depending on product mix, and you may see price changes for some materials that differ from the average percentage of the product category.

Divisions Waterbury Button Company
National Emblem & Badge Company
Diversified Eyelet Company
CopShop, LLC

To whom it may concern:

Waterbury Button is increasing prices effective January 2nd by 12% for the year 2023. Like so many others, we have experienced economic strain due to issues with the supply chain over the past year. This increase is to keep up with the rising price of hourly wages, electricity and gas fuel used to run our operation based here in Cheshire Connecticut. Waterbury is doing its best to adapt to the global economy on a yearly basis, and you should expect us to be here for the next generation of uniform and fashion companies. -WB since 1812

Best Regards



Craig Lefebvre

Sr. Sales Manager



CopShop, LLC
1-800-746-5464
Fax 203-271-9852
www.copshop.com

Waterbury Button Company
Diversified Eyelet Company
203-271-9055 • 800-928-1812
Fax 203-271-9852
www.waterburybutton.com

National Emblem & Badge Company
203-272-1280 • 800-316-3009
Fax 203-271-9852
www.nebadge.com



2102 SW 2nd Street
Pompano Beach, FL 33060
www.pointblanksolutionsinc.com
Nationwide 800-413-5155
Phone 954-630-0900
Fax 954-630-9225

12/01/2022

Dear Valued Dealer,

As all of you know Point Blank rolls out a new price list effective April 1st, 2023, which consists of new pricing for the current year. The 3% price increase is being communicated in December to give ample time to alert your customers. The new Retail price lists should be completed and distributed no later than March 2023.

This pricing change does not affect any of your current SPQ's (Special Price Quotes) and those are still valid. When your SPQ's expire you should expect an increase in that price and should prepare your customers now for that price increase. SPQ's are only valid for one year from the date that they were issued and should have an expiration date on them. If you have any questions about this price increase or your SPQ's please feel free to reach out to your sales representative or myself and we will help in any way possible.

Thank you,

Hoyt Schmidt

EVP Commercial Business

hschmidt@pbearmor.com



Erica Agnew, Brand Manager
Galls, Inc.
1340 Russel Cave Road
Lexington, KY 40505

April 6, 2023

Dear Erica:

As requested, this is to confirm price increases from Liberty Uniform will become effective April 19, 2023. As outlined in a previous email, Liberty Uniform has not had any price increases in over a year. These increases are mostly as a result of the effects of COVID in the past few years.

Our costs for fabric, trimmings and labor have all increased. Additionally, both ocean and land freight all dramatically increased as we're sure you are aware. Lastly the currency exchange rate has also worked against us.

For the primary products Galls purchases from Liberty Uniform, your increase averaged less than 3%.

Please let me know if you need further information. Attached with this letter is our new 2023 price list. While it indicates a date of March 20, 2023, we have delayed this for you until April 19, 2023.

These prices will be guaranteed through the end of March, 2024.

Sincerely,

Steven J. Robinson
CEO

LIBERTY UNIFORM MFG. CO., INC.
60 Queens Street ■ Syosset, NY 11791
Tel: (516) 802-7360 ■ Fax: (516) 802-7362
e-mail: customerservice@libertyuniform.com

Note: New Address =
710 JOHN DODD ROAD
SPARTANBURG, S

Safariland, LLC
13386 International Parkway
Jacksonville, FL 32218
904-741-5400

February 2, 2023

Re: Price Increase

Dear Valued Distributor,

As you are aware, volatility and inflation in the global economy continue to impact businesses everywhere and have resulted in significant increases in the cost of raw materials, labor and logistics. While we are working diligently to minimize the impact on our customers by partnering with suppliers and improving our own efficiencies, we are unfortunately not immune to these pressures.

As a result, we issued new pricing along with our 2023 programs that include price increases across all product lines. Most of the increases range from 3-6% however, some specific products may be impacted even more due to specific circumstances or supply chain challenges.

We value your support as we work to minimize these impacts but remain committed to producing products of uncompromising quality in order to keep our first responders safe. Should you have any questions, please feel free to contact our Account Manager or Regional Sales Director.

Regards,



Jason Brown
Director, Business Operations



6460 CAMINO REAL * P.O. BOX 39 * MAXWELL, TX 78656
Phone (512) 357-2968 TOLL FREE FAX 800 836-7291

July 6, 2022

Re: Price increase

To: Galls
1340 Russell Cave Rd.
Lexington, KY 40505

Dutyman, Inc. will be having a price increase of 6% on most of our items effective September 1, 2022. This is the first price increase we have had since June of 2019.

If you have any questions, please call me at the above number.

Thank you,

Dennis J. Ross
Company Manager
Dutyman, Inc.

**IRONAGE****FLORSHEIM**
WORK**GRABBERS****Knapp****Reebok****ROCKPORT**
WORKS9200 Olive Boulevard, Suite 222 | St. Louis, MO 63132 | P: 314-721-8500 | F: 314-721-0569 warsonbrands.com

January 2023,

To Whom It May Concern:

This letter confirms that there will be a price increase of approximately 2%-4% on all footwear styles, starting March 1, 2023.

If you have any questions or comment, please contact your territory manager,

Sammy Kay

(423) 762-2071

skay@warsonbrands.com

or myself.

Sincerely,

Tommy O'Brien

Vice President of Sales Warson Brands, Inc.

314-614-9736

tobrien@warsonbrands.com



To: Karen Randols
Galls, Inc.

Over the last two years, we have all experienced a tremendous number of challenges. During these unprecedented times, our primary goal has been to remain a strong partner while delivering innovative solutions and quality PPE products where we can succeed together.

Our industry continues to face a challenging mix of supply chain disruptions, surging inflation, product allocations, strained raw material availability, labor challenges, and continued freight concerns (inbound & outbound).

Radians Price Adjustment of 5% will Go into Effect on August 1st, 2022.

Although we had to modify our pricing, Radian's products remain a great value that will continue to provide you with a competitive edge. Please know that when economic circumstances improve and costs/inflation lower, we will implement a new pricing strategy to reflect favorable conditions. If you have any questions, please let me know and I will be happy to answer any of your questions.

Thank you for your continued support and for allowing us to satisfy your PPE needs.

Best Regards,

A handwritten signature in black ink, appearing to read 'Philip Young', written over a printed name.

Philip Young

Vice President Business Development

November 23, 2022

RE: Galls Price Increase

Dear Valued Partner,

As you have seen in a recent letter from our CEO Mike Fadden, we're in an unprecedented inflationary environment that we do not expect to see abating anytime soon.

As a result, in addition to our supplier increases on products that we provide to you, we're asking for an increase totaling 10% increase on your pricing. This is driven by two major factors, our freight costs which have risen over 8% since 2021 and our labor costs which have risen over 50% to allow us to keep pace with the job market.

While Galls is not immune to the outside effects of the current inflationary environment, we're working closely with our supplier partners to increase our inventory and improve service across our network.

We appreciate your support and partnership as we work together to provide great service to your end users.

Thank You,



Jim Dugan, CRO



Customer: City of Frisco- Fire
Department Uniforms-
Contract#1905-082

Date:
5/4/2023

GQ Item#	MFG Model #	MFG	Description	Current Price	New Price
BG237	59012-019-1 SZ	5.11 Inc.	PATROL READY BAG BLACK	\$ 52.16	\$55.29
BG395	56045-019-1 SZ	5.11 Inc.	WINGMAN PATROL BAG	\$ 77.69	\$82.35
FT2632	12421-019-10-R	5.11 Inc.	5.11 COMPANY 3.0 CARBON TAC TOE BOOT	\$ 125.20	\$132.71
FW069	12007-019-7-R	5.11 Inc.	5.11 WOMENS ATAC 8IN ZIPPER BOOT	\$ 99.96	\$105.96
FW138	12018-019-10-R	5.11 Inc.	ATAC 6IN BOOT SIDE ZIP	\$ 91.11	\$96.58
FW1772	12404-019-10-R	5.11 Inc.	5.11 WOMENS ATAC 2.0 6IN SZ	\$ 99.39	\$105.35
FW1773	12401-019-10-R	5.11 Inc.	5.11 ATAC 2.0 6IN NZ	\$ 91.11	\$96.58
FW339	RO52 12025-019 7	5.11 Inc.	5.11 WOMENS ATAC 6IN S/Z BOOT	\$ 92.41	\$97.95
FW408	12032-019-11.5-R	5.11 Inc.	5.11 MENS COMPANY 2.0 BOOT	\$ 111.22	\$117.89
FW409	12033-019-10-R	5.11 Inc.	5.11 MENS COMPANY COMP TOE 2.0 BOOT	\$ 125.42	\$132.95
HW401	89250-019-L/XL	5.11 Inc.	TACTICAL FLEECE WATCH CAP W/5.11 LOGO ON LEFT SIDE	\$ 16.27	\$17.25
HW426	89260-019-1 SZ	5.11 Inc.	511 ADJUSTABLE UNIFORM HAT	\$ 8.87	\$9.40
JA187	48159-720-L	5.11 Inc.	TACLITE REVERSIBLE COMPANY JACKET	\$ 110.03	\$116.63
JA295	80001-019-L	5.11 Inc.	511 TACTICAL VEST	\$ 70.71	\$74.95
JA487	48027-019-L-L	5.11 Inc.	511 TACTICAL 4 IN 1 PATROL JACKET	\$ 272.14	\$288.47
JA774	48052-019-L	5.11 Inc.	LINED PACKABLE JACKET	\$ 50.66	\$53.70
JA835	48099-019-L	5.11 Inc.	CHAMELEON SOFTSHELL	\$ 121.55	\$128.84
JX074	45801-320-L	5.11 Inc.	BIKE PATROL JACKET	\$ 166.49	\$176.48
NP517	59409-019-L	5.11 Inc.	5.11 TACTICAL 1 1/2IN TRAINER BELT	\$ 42.59	\$45.15
NP569	59551-019-L	5.11 Inc.	5.11 TDU BELT 1.5IN PLASTIC BUCKLE	\$ 15.98	\$16.94
NP571	59552-019-L	5.11 Inc.	TDU BELT 1.75IN PLASTIC BUCKLE	\$ 15.98	\$16.94
RW135	48057-019-L-R	5.11 Inc.	PATROL RAIN SUIT PANTS	\$ 65.48	\$69.41
RW141	48098-019-L	5.11 Inc.	TAC DRY RAIN SHELL	\$ 117.83	\$124.90
SH697	71339T-019-L	5.11 Inc.	511 TACLITE TDU S/S SHIRT	\$ 45.79	\$48.54
SP079	12145-019-8.5-R	5.11 Inc.	ATAC WOMEN'S 8" SHIELD DUTY BOOT	\$ 145.53	\$154.26
SP583	12001-019-10-R	5.11 Inc.	5.11 ATAC 8IN ZIPPER BOOT	\$ 95.84	\$101.59
SP584	12002-019-12-R	5.11 Inc.	5.11 ATAC QUARTER BOOT	\$ 92.54	\$98.09
SP725	12004-019-12-R	5.11 Inc.	5.11 TACTICAL ATAC 8IN STORM WP ZIPPER	\$ 132.52	\$140.47
SR570	71175-019-L	5.11 Inc.	S/S TACLITE PRO POLY/COTTON RIPSTOP SHIRT	\$ 53.25	\$56.45
SR571	72175-116-L	5.11 Inc.	TACLITE PRO SHIRT LS POLY/CTN RIPSTOP	\$ 63.89	\$67.72
SR611	71177-019-L-T	5.11 Inc.	MENS SHORT SLEEVE TWILL PDU SHIRT	\$ 55.61	\$58.95

SR612	72345-019-L-T	5.11 Inc.	MENS LONG SLEEVE TWILLCLASS B PDU SHIRT	\$ 55.50	\$58.83
SR653	72194-019-L	5.11 Inc.	511 RAPID ASSAULT SHIRT	\$ 55.44	\$58.77
SR758	72054T-019-L	5.11 Inc.	5.11 Tactical Taclite TDU Long Sleeve Shirt	\$ 49.95	\$52.95
SR932	62070-019-L	5.11 Inc.	WOMENS TACTLITE LONG SLEEVE SHIRT	\$ 48.25	\$51.15
ST131	71322-693-L	5.11 Inc.	S/S POLYESTER BIKE PATROL POLO	\$ 45.73	\$48.47
ST132	72363-720-L	5.11 Inc.	511 STORM QTR ZIP JOB SHIRT	\$ 80.46	\$85.29
SW439	41060-019-L	5.11 Inc.	511 TACTICAL UNIFORM S/S POLO SHIRT	\$ 43.78	\$46.41
SW456	42056T-019-L	5.11 Inc.	511 TACTICAL PROFESSIONAL L/S POLO	\$ 51.62	\$54.72
SW724	71049-019-L	5.11 Inc.	5.11 MENS PERFORMANCE S/S POLO	\$ 38.76	\$41.09
SW726	72049-019-L	5.11 Inc.	5.11 PERFORMANCE L/S POLO	\$ 40.24	\$42.65
SW849	72321T-720-L	5.11 Inc.	511 JOB SHIRT WITH CANVAS DETAILS	\$ 71.60	\$75.90
SW850	72314-019-L	5.11 Inc.	511 1/4 ZIP JOB SHIRT	\$ 67.44	\$71.49
SW984	71182-019-L	5.11 Inc.	TACTICAL S/S POLO	\$ 43.78	\$46.41
SW992	61164-019-L	5.11 Inc.	5.11 WOMENS TACTICAL S/S POLO	\$ 37.46	\$39.71
SW993	61165-019-L	5.11 Inc.	5.11 WOMENS PERFORMANCE S/S POLO	\$ 38.58	\$40.89
SW994	61166-019-L	5.11 Inc.	5.11 WOMENS PROFESSIONAL S/S POLO	\$ 40.47	\$42.90
TR135	74251-019-28-30	5.11 Inc.	5.11 Tactical Pants	\$ 49.74	\$52.72
TR190	73285-019-28	5.11 Inc.	511 TACTICAL SHORTS	\$ 46.73	\$49.53
TR336	74003-019-L-L	5.11 Inc.	511 TACTICAL TDU POLY/COTTON RIPSTOP PANTS	\$ 46.49	\$49.28
TR337	74004 019 S L	5.11 Inc.	511 TACTICAL TDU POLY/COTTON TWILL PA	\$ 46.93	\$49.75
TR407	74407-019-30-L	5.11 Inc.	5.11 MOTORCYCLE BREECHES	\$ 108.11	\$114.60
TR506	74273-116-28-30	5.11 Inc.	5.11 TAC LITE PANTS	\$ 54.42	\$57.69
TR626	73287-019-28	5.11 Inc.	TACLITE PRO SHORTS	\$ 54.42	\$57.69
TR642	64360-019-2-L	5.11 Inc.	WOMENS TACLITE PRO PANT	\$ 48.31	\$51.21
TR682	63071-019-2	5.11 Inc.	5.11 WOMENS TACLITE SHORT	\$ 44.40	\$47.06
TR886	73308-116-36	5.11 Inc.	511 11 INCH TACLITE SHORT	\$ 48.13	\$51.02
TR907	64371-108-2	5.11 Inc.	WOMENS TACLITE PDU CLASS B PANT	\$ 50.12	\$53.13
TR909	74369-116-28-30	5.11 Inc.	5.11 STRYKE PANT W/FLEX TAC	\$ 87.56	\$92.81
TR980	64386-019-0-L	5.11 Inc.	WOMENS STRYKE PANT	\$ 68.60	\$72.72
TS585	72318-720-L	5.11 Inc.	5.11 TACTICAL PROFESSIONAL LONG SLEEVE T-SHIRT	\$ 29.58	\$31.35
TS587	71309-720-L	5.11 Inc.	511 PROFESSIONAL SHORT SLEEVE T	\$ 23.67	\$25.09
TT371	73327-116-28	5.11 Inc.	STRYKE SHORT	\$ 85.19	\$90.30
UA509	40005-019-L	5.11 Inc.	511 TACTICAL S/S WICKING TIGHT CREW	\$ 27.71	\$29.37
HW804	6277 NAVY L/XL	Alpha Shirt Co	YUPOONG FLEXFIT CAP	\$ 9.97	\$10.47
HD509	1500-BLK	ALPHABRODER	YUPOONG ACRYLIC KNIT BEANIE	\$ 12.20	\$12.81
TS015	5596 ASH LG	ALPHABRODER	HANES L/S T-SHIRT WITH POCKET	\$ 11.92	\$12.52

BA009	52634	ARMAMENT SYSTEMS AND PROCEDURE	ASP ROTATING SIDEBREAK SCABBARD FOR 26IN EXPANDABLE BATONS	\$ 38.51	\$40.44
BA035	52411	ARMAMENT SYSTEMS AND PROCEDURE	ASP 21IN EXPANDABLE BATON	\$ 90.94	\$95.49
BA036	52611	ARMAMENT SYSTEMS AND PROCEDURE	ASP 26IN EXPANDABLE BATON	\$ 101.61	\$106.69
BA054	52412	ARMAMENT SYSTEMS AND PROCEDURE	21 IN AIRWEIGHT BATON NO ENGRAVING	\$ 90.94	\$95.49
BA243	32611	ARMAMENT SYSTEMS AND PROCEDURE	ASP 26IN DURA TEC EXPANDABLE BATON W/ MOLDED GRIP	\$ 90.94	\$95.49
FH698	53032	ARMAMENT SYSTEMS AND PROCEDURE	CR123A 4 BATTERIES & LINK CASE	\$ 7.48	\$7.85
FL1369	ASP-81920 2PK AA	ARMAMENT SYSTEMS AND PROCEDURE	AA/AAA BATTERY 2/PK	\$ 3.20	\$3.36
FL189	35710	ARMAMENT SYSTEMS AND PROCEDURE	TUNGSTEN USB LED LIGHT	\$ 101.64	\$106.72
FL461	35636	ARMAMENT SYSTEMS AND PROCEDURE	ASP TACTICAL USB LOCKING SWITCH RECHA	\$ 42.68	\$44.81
LP525	56132	ARMAMENT SYSTEMS AND PROCEDURE	LEATHER HANDCUFF CASE FOR	\$ 35.30	\$37.07
RS267	56109	ARMAMENT SYSTEMS AND PROCEDURE	ASP ULTRA STEEL CHAIN HANDCUFFS	\$ 42.79	\$44.93
JA959	2492005	Atlenco	TRU-SPEC H2O PROOF ALL SEASON RAIN PARKA	\$ 93.81	\$98.50
JS004	2653025	Atlenco	FLIGHT SUIT	\$ 51.17	\$53.73
SG495	1238025	Atlenco	SHIRT, TRU XTREME NYCO R/S W/ INSET SF	\$ 93.59	\$98.27
SH102	2566025	Atlenco	65/35 POLY COTTON RIPSTOP 1/4 ZIP COMBAT SHIRT	\$ 52.88	\$55.52
SH1062	1288025	Atlenco	TRUSPEC TRU L/S POLY/COTT RIPSTOP SHIRT	\$ 42.29	\$44.40
SH111	2542025	Atlenco	50/50 CORDURA NYLON COTTON RIP 1/4 ZIP COMBAT SHIRT	\$ 55.56	\$58.34

SR586	2552025	Atlanco	TRU SPEC 65/35 POLY COTTON R/S COMBAT SHIRTS	\$ 46.96	\$49.31
SR617	1339042	Atlanco	TRUSPEC TACT RESP CORDURA NYLON RIPSTOP SHIRT	\$ 57.27	\$60.13
SR778	4336005	Atlanco	24-7 PERFORMANCE S/S POLO	\$ 31.72	\$33.31
TR425	1289025	Atlanco	TRUSPEC TRU POLY/COTT RIPSTOP PANTS	\$ 41.48	\$43.55
TR504	1073082	Atlanco	MENS TRUSPEC 24-7 100% COTTON PREWASHED CANVAS TACTICAL PANT	\$ 39.42	\$41.39
TR549	1062082	Atlanco	MENS TRU-SPEC 24-7 TEFLON COATED P/C R/S TACTICAL PANTS	\$ 39.42	\$41.39
TR573	4265002	Atlanco	TRU-SPEC 24-7 POLY/CTN RIPSTOP SHORTS	\$ 31.19	\$32.75
TR625	1096001	Atlanco	TRU-SPEC 24-7 WOMEN'S P/C R/S PANT	\$ 39.42	\$41.39
TR676	1341046	Atlanco	TRUSPEC TAC RESP CORDURA NYLON RIPSTOP PANTS	\$ 54.03	\$56.73
TR724	1121082	Atlanco	24-7 MENS EMS PANTS	\$ 41.05	\$43.10
TR725	1124001	Atlanco	24-7 WOMENS EMS PANTS	\$ 41.13	\$43.19
TT320	1246025	Atlanco	XTREME NYCO TRU PANT	\$ 83.19	\$87.35
TT366	1239025	Atlanco	PTS TRU XTREME NYCO R/S W/ INSET SF	\$ 93.59	\$98.27
TU642	1035082	Atlanco	24-7 ASCENT PANT	\$ 51.17	\$53.73
TP360	70501/187	Avon Protection Systems	AVON C50 MASK	\$ 517.75	\$543.64
FT971	E07008 BLK 10 M	Bates - Wolverine Worldwide	MENS 8 DUTY BOOT	\$ 112.37	\$117.99
FW074	E00742 105 M	Bates - Wolverine Worldwide	BATES WOMENS HI-GLOSS OXFORD	\$ 132.97	\$139.62
FW580	E00941 B 10	Bates - Wolverine Worldwide	BATES HIGH GLOSS OXFORDS	\$ 96.16	\$100.97
FW581	E00968 BLK 10C	Bates - Wolverine Worldwide	BATES LEATHER UNIFORM OXFORDS	\$ 96.11	\$100.92
FW668	E22141 BLK 10 M	Bates - Wolverine Worldwide	BATES HIGH GLOSS DUTY OXFORDS	\$ 59.67	\$62.65
FW895	E11936270-001LR	Bates - Wolverine Worldwide	HEAVYWEIGHT CREW SOCK 4 PACK	\$ 11.79	\$12.38
SP068	E00942 10 B	Bates - Wolverine Worldwide	BATES LITE HIGH GLOSS OXFORDS	\$ 129.34	\$135.81
SP403	E02261 10 M	Bates - Wolverine Worldwide	BATES ULTRA LITE ZIPPER BOOT	\$ 63.71	\$66.90

SP404	E02700 10 M	Bates - Wolverine Worldwide	BATES WMS 8IN ULTRA LITE ZIPPER BOOT	\$ 87.10	\$91.46
SP526	E02263 BLK 105 M	Bates - Wolverine Worldwide	BATES 8 SAFETY TOE SIDE ZIP	\$ 78.83	\$82.77
SP675	E03140 10 M	Bates - Wolverine Worldwide	8in DuraShocks® Lace-to-toe Side Zip Boot	\$ 137.00	\$143.85
SP707	E03135 BLK 10 M	Bates - Wolverine Worldwide	BATES DURASHOCK DEFENDER WP BOOTS	\$ 138.63	\$145.56
SP755	E02268 10 M	Bates - Wolverine Worldwide	BATES WP ULTRA LITE ZIP BOOT	\$ 149.67	\$157.15
SP756	E02788 10 M	Bates - Wolverine Worldwide	BATES WOMENS WP UL ZIP	\$ 149.67	\$157.15
SP931	E02348-001 10 M	Bates - Wolverine Worldwide	BATES 8IN CUST COMFORT BOOT	\$ 132.40	\$139.02
FZ011	NSR-9944XL	BAYCO	NIGHTSTICK XTREME LUMENS METAL MULTIFUNCTION DUTY/PERSONAL-SIZE DUAL-LIGHT RECHARGEABLE	\$ 114.39	\$120.11
HS385	1260-RCONE	BAYCO	NIGHTSTICK SAFETY CONE - 1160/1170/1180/1260 SERIES	\$ 4.15	\$4.36
HW704	07NB2D3 NAV SM	BAYLY, INC.	BELL CROWN DRESS CAP	\$ 41.59	\$43.67
HW1451	7036580	BELL SPORTS, INC.	GIRO HEX MAT BIKE HELMET	\$ 48.87	\$51.31
LP793	1018079	BIANCHI/SAFAR ILA ND LLC	7912 EXPANDABLE BATON HOLDER	\$ 21.99	\$24.41
NP159	31395	BIANCHI/SAFAR ILA ND LLC	BIANCHI PATROLTEK TRPL THRT II	\$ 17.59	\$19.52
NP161	1016365	BIANCHI/SAFAR ILA ND LLC	7205 ACCUMOLD NYLON TROUSER BELT (INNER BELT)	\$ 26.81	\$29.76
NP162	18779	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD 7120 DEFENDER	\$ 88.59	\$98.33
NP164	1016207	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD DOUBLE MAG	\$ 27.49	\$30.51
NP166	1016005	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD SINGLE HANDCUFF CASE	\$ 18.87	\$20.95
NP167	1016579	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD DOUBLE HANDCUFF CASE	\$ 25.29	\$28.07
NP168	1015918	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD BELT KEEPERS	\$ 12.21	\$13.55
NP169	1016012	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD MKIII MACE CASE - HIDDEN SNAP CASE	\$ 17.23	\$19.13

NP291	1016628	BIANCHI/SAFAR ILA ND LLC	7320 ACCUMOLD TRIPLE THREAT MAG POUCH	\$ 24.19	\$26.85
NP354	1016893	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD ELITE BELT KEEPERS	\$ 12.09	\$13.42
NP362	1017298	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD LIGHT HOLDER F/STINGER XT	\$ 12.09	\$13.42
NP363	1017265	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD ELITE COMPACT HOLDER F/SUREFIRE	\$ 14.29	\$15.86
NP446	1017914	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD ELITE FLAT GLOVE POUCH	\$ 21.78	\$24.18
NP581	1018075	BIANCHI/SAFAR ILA ND LLC	ACCUMOLD EXPANDABLE BATON HOLDER 26IN	\$ 14.53	\$16.13
NP826	31329	BIANCHI/SAFAR ILA ND LLC	PATROLTEK LINER BELT	\$ 19.79	\$21.97
NP920	1323278	BIANCHI/SAFAR ILA ND LLC	7220 NYLON DUTY BELT W/ HOOK	\$ 29.69	\$32.96
NP934	31304	BIANCHI/SAFAR ILA ND LLC	8006 BELT KEEPER 4-PK	\$ 9.35	\$10.38
NP940	31323	BIANCHI/SAFAR ILA ND LLC	8100 WEB DUTY BELT	\$ 21.99	\$24.41
ZD274	1016194	BIANCHI/SAFAR ILA ND LLC	BI02 7311 COMPACT LIGHT HOLDER	\$ 21.14	\$23.47
ZD455	1016143	BIANCHI/SAFAR ILA ND LLC	BI02 17390 7300 ACCUMOLD SINGLE CUFF CASE W/VELCRO	\$ 19.25	\$21.37
ZD459	1016169	BIANCHI/SAFAR ILA ND LLC	BI02 17446 7307 ACCUMOLD MKIII MACE CASE	\$ 17.23	\$19.13
ZK076	1016857	BIANCHI/SAFAR ILA ND LLC	BI02 19696 7324 UNIVERSAL RADIO HOLDER	\$ 27.17	\$30.16
ZM011	1015913	BIANCHI/SAFAR ILA ND LLC	BI02 15634 7406 VELCRO BELT KEEPER 4 PACK	\$ 10.99	\$12.20
ZM170	1017371	BIANCHI/SAFAR ILA ND LLC	7950 ACCUMOLD ELITE DUTY BELT	\$ 54.99	\$61.04
ZS645	1017705	BIANCHI/SAFAR ILA ND LLC	BI02 7326 COMPACT LIGHT HOLDER	\$ 14.25	\$15.82
ZY374	1017570	BIANCHI/SAFAR ILA ND LLC	BI02 7210 NYLON DUTY BELT	\$ 30.27	\$33.60
BF205	8780 W/ 3 ROLL M	Blauer Mfg Co	BLAUER RIPSTOP ARMORSKIN W/ 3 ROLL MOLLE	\$ 73.25	\$84.97
BP1036	8370-BWR 4 XS/SM	Blauer Mfg Co	BODY WORN BLAUER POLYESTER ARMORSKIN	\$ 101.00	\$117.16

BP1331	8340 52 LG 30	Blauer Mfg Co	BLAUER ARMORSKIN CARRIER POLO	\$ 76.59	\$88.84
FE349	174-1 11 30 UNIV	Blauer Mfg Co	ARMORSKIN SUSPENSION SYSTEM	\$ 39.29	\$45.58
FT576	SKA19 11 10	Blauer Mfg Co	9" JOB SOCK (2 PK)	\$ 19.65	\$22.79
FT578	SKS19 11 10	Blauer Mfg Co	9" B COOLPERFORMANCE SOCKS	\$ 19.65	\$22.79
FX332	FW018LT 11 10 M	Blauer Mfg Co	MENS CLASH LT 8 INCH BOOT	\$ 151.45	\$175.68
FX545	FW016WPCT BLAC	Blauer Mfg Co	BREACH COMPOSITE TOE WATERPROOF	\$ 119.25	\$138.33
FX682	FW016LT BLK 10 M	Blauer Mfg Co	CLASH 6" BOOTS,MENS	\$ 130.16	\$150.99
FX683	FW016LTF BLK 10	Blauer Mfg Co	CLASH 6" BOOTS-FEMALE	\$ 132.52	\$153.72
FX684	FW016WPF BLK 10	Blauer Mfg Co	CLASH 6" BOOTS,WTRPRF,FEM	\$ 137.25	\$159.21
GL1012	GL105 XL	Blauer Mfg Co	STORM TRAFFIC GLOVE	\$ 33.29	\$38.62
GL824	GL102 11 LG REG	Blauer Mfg Co	THE CLUTCH GLOVE	\$ 7.76	\$9.00
GL829	GL101 11 LG REG	Blauer Mfg Co	THE FRISK GLOVE	\$ 22.19	\$25.74
HA048	9101 FR BLUE/F Y	Blauer Mfg Co	GORE-TEX REVERSIBLE HAT COVER	\$ 13.10	\$15.20
HA101	125 11	Blauer Mfg Co	BLAUER WATCH CAP	\$ 18.94	\$21.97
HA567	188 11 30 OS	Blauer Mfg Co	B.COOL PERFORMANCE CAP	\$ 11.21	\$13.00
HD166	160-BLK-REG	Blauer Mfg Co	KNIT SKULL CAP	\$ 23.08	\$26.77
HD263	182 POLICE BLK OS	Blauer Mfg Co	STRETCH FITTED CAP	\$ 11.10	\$12.88
HD699	182-1 BLK POL GLD	Blauer Mfg Co	EMBROIDERED ADJUSTABLE CAP	\$ 14.20	\$16.47
HD709	186 55 30 OS	Blauer Mfg Co	HI VIS CAP	\$ 15.82	\$18.35
HD984	BL37 182-1 BLK OS	Blauer Mfg Co	BLAUER ADJUSTABLE STRETCH CAP	\$ 11.21	\$13.00
HS130	339 55 30 L-XL	Blauer Mfg Co	HI-VISIBILITY SAFETY VEST	\$ 42.74	\$49.58
HS132	343C 55 30 L-XL	Blauer Mfg Co	ZIP FRONT BREAKAWAY SAFETY VST	\$ 68.38	\$79.32
HS228	339C 55 30 L-XL	Blauer Mfg Co	VEST SAFETY HI-VISIBILITY W/STOCK TITLES	\$ 52.00	\$60.32
HW1121	160 11 OVR LOG-E	Blauer Mfg Co	BLAUER SKULL CAP W/POLICE EMBROIDERED	\$ 22.76	\$26.40
HW1845	HF9815 11 OVR	Blauer Mfg Co	DETACHABLE HOOD FOR 9815	\$ 29.48	\$34.20
HW2530	160-11 OVR EB102	Blauer Mfg Co	BLAUER SKULL CAP W/SHERIFF EMBROIDERED	\$ 22.76	\$26.40
HW866	160 11 30 OS	Blauer Mfg Co	BLAUER SKULL CAP FLEECE LINED W/BWARM	\$ 20.17	\$23.40
JA039	4650 11 45 L	Blauer Mfg Co	BLAUER PRO-3 THERMAL FLEECE JACKET	\$ 76.91	\$89.22
JA040	6110-11LARGE	Blauer Mfg Co	CROSSTECH 3-IN1 RESPONSE JACKET	\$ 414.13	\$480.39

JA041	9970 04 LG REG	Blauer Mfg Co	BLAUER SUPERSHELL JACKET W/GORETEX	\$ 337.27	\$391.23
JA1198	4605 11 30 L	Blauer Mfg Co	BLAUER SOFT SHELL FLEECE PULLOVER	\$ 76.91	\$89.22
JA1448	9870V DNYL LG LN	Blauer Mfg Co	JACKET-SUPER LIGHT HI-VIS SHELL	\$ 242.56	\$281.37
JA250	9970V 53 SM REG	Blauer Mfg Co	SUPERSHELL JACKET W/GORTEX	\$ 384.55	\$446.08
JA293	6110 4 L 45	Blauer Mfg Co	LT.WT.BOMBER JKT, INSULATED LINER W/ZIP-OFF SLEEVES	\$ 160.92	\$186.67
JA333	4670 65 45 L	Blauer Mfg Co	BLAUER COLORBLOCK SOFTSHELL FLEECE JACKET	\$ 150.27	\$174.31
JA496	315 11 45 L	Blauer Mfg Co	I.D. JACKET	\$ 43.51	\$50.47
JA544	9915Z 11 2X REG	Blauer Mfg Co	BLAUER GORE-TEX IKE-LENGTH JACKET	\$ 302.29	\$350.66
JC590	4660 11 45 L	Blauer Mfg Co	BLAUER SOFTSHELL FLEECE 4660	\$ 138.44	\$160.59
JC590C	4660FRIS DKNV LG	Blauer Mfg Co	BLAUER SOFTSHELL FLEECE W/ REFLECTIVE CROSS WALK ACROSS CHEST	\$ 150.27	\$174.31
JC593	9810Z 4 LG LNG	Blauer Mfg Co	BLAUER CRUISER JACKET W/B DRY	\$ 320.29	\$371.54
JC594	9820-60 11 LG REG	Blauer Mfg Co	BLAUER TACSHELL JKT W/SOFTSHELL FLEEC	\$ 315.57	\$366.06
JC632	9845 11 LG LNG	Blauer Mfg Co	GORE-TEX® EMERGENCY RESPONSE JACKET	\$ 296.59	\$344.04
JC872	9820 11 LG REG	Blauer Mfg Co	BLAUER TACSHELL SHELL ONLY	\$ 253.21	\$293.72
JC892	6112 11 30 XL	Blauer Mfg Co	FLEECE LINED BOMBER JACKET	\$ 80.09	\$92.90
JK008	9815 11 XL REG	Blauer Mfg Co	SUPERLIGHT PATROL SHELL	\$ 170.94	\$198.29
JK472	4640X 3 45 L	Blauer Mfg Co	SS-ZIPOUT JOBSHIRT LINER	\$ 80.48	\$93.36
JK473	4690 4 30 L	Blauer Mfg Co	NS-SUPERLOFT JACKET	\$ 90.85	\$105.39
JX035	HF9970 04 MD REG	Blauer Mfg Co	HOOD FOR BLAUER STYLE 9970 SERIES	\$ 74.31	\$86.20
JX776	6113 55 45 L	Blauer Mfg Co	BLAUER HI VIS FLEECE LINED BOMBER JACKET	\$ 110.89	\$128.63
JX909	9840 52 LG LNG	Blauer Mfg Co	CROSSTECH COLOR BLOCK EMGCY REP JACKET	\$ 381.05	\$442.02
JX979	9845Z 04 L TALL	Blauer Mfg Co	CROSSTECH 3-IN-1 RESPONSE JACKET	\$ 396.38	\$459.80
JX980	9845-50 4 LG LNG	Blauer Mfg Co	JACKET/9845 WITH 4650 LINER	\$ 476.19	\$552.38
LH779	B003 11 L	Blauer Mfg Co	GUARDIAN KEEPER BELT	\$ 22.19	\$25.74
RW014	134 11 30 L	Blauer Mfg Co	BLAUER RAIN PANT W/B DRY FABRIC	\$ 88.79	\$103.00
RW057	233R YLBK LG REG	Blauer Mfg Co	BDRY REV RAINCOAT CLASS III UPGRADE & HOOD SNAPS F/123R HOOD	\$ 165.48	\$191.96

RW062	123 11 30 L-XL	Blauer Mfg Co	BLAUER SNAP ON RAIN HOOD FOR 233R RAINCOAT	\$ 13.49	\$15.65
RW252	BL37 134 11 L TALL	Blauer Mfg Co	BLAUER RAIN PANT W/B DRY	\$ 36.62	\$42.48
RW253	26991 W/ SNAPS B	Blauer Mfg Co	BLAUER REVERSIBLE RAINJACKET W/COLLAR SNAPS	\$ 108.86	\$126.28
RW267	107 53 30 UNIV	Blauer Mfg Co	REVERSIBLE RAIN COVER FOR CAP	\$ 11.93	\$13.84
RW271	26990 53 45 L	Blauer Mfg Co	REVERSIBLE RAINCOAT	\$ 122.73	\$142.37
RW273	733BL/OR BL/OR 5	Blauer Mfg Co	B.DRY® Reversible Raincoat Long w/o Hood Snaps	\$ 165.48	\$191.96
RW289	233R 53 LG LNG	Blauer Mfg Co	B.DRY REVERSIBLE RAIN JACKET SHORT	\$ 145.97	\$169.33
SG132	8450-12 11 145 31	Blauer Mfg Co	CLASSACT 75/25 POLYWOOL LS SHIRT W/ FLAT POCKET	\$ 78.52	\$91.08
SG133	8460-12 04 LG REG	Blauer Mfg Co	CLASSACT 75/25 POLYWOOL SS SHIRT W/ F	\$ 46.61	\$54.07
SG149	8471-3 4 31 L	Blauer Mfg Co	100% WOOL LONG SLEEVE BASE SHIRT (LAPD APPROVED)	\$ 59.33	\$68.82
SG201	8781 11 L 31	Blauer Mfg Co	LONG SLEEVE B.DU ARMORSKIN BASE SHIRT	\$ 52.00	\$60.32
SG221	8471W 11 30 L	Blauer Mfg Co	BLAUER WOMENS L/S WOOL BLEND STREETSHIRT	\$ 59.33	\$68.82
SG222	8472W 11 30 L	Blauer Mfg Co	BLAUER WOMENS S/S WOOL BLEND STREETSHIRT	\$ 49.23	\$57.11
SG650	8600W-Z-11-30-RE	Blauer Mfg Co	8600W-Z WOMENS LS ZIPPERED POLYESTER SHIRT	\$ 46.66	\$54.13
SG651	8610W-Z-11 30 RE	Blauer Mfg Co	8610W-Z WOMENS SS ZIPPERED POLYESTER SHIRT	\$ 34.40	\$39.90
SG935	8450W 11 30 30	Blauer Mfg Co	BLAUER WOMENS CLASSACT 75/25 POLYWOOL LS SHIRT	\$ 78.52	\$91.08
SH035	8600-Z BLK 145 31	Blauer Mfg Co	BLAUER CLASS ACT ZIPPERED POLY L/S SHIRT	\$ 46.66	\$54.13
SH036	8610-Z 11 SM REG	Blauer Mfg Co	BLAUER 100% POLYESTER S/S SHIRT W/ZIPPER	\$ 42.40	\$49.18
SH1593	8134W 11 LG REG	Blauer Mfg Co	WOMEN'S B COOL PERFORMANCE PRO POLO SHIRT	\$ 42.59	\$49.40
SH1598	8144 11 45 L	Blauer Mfg Co	L/S PERFORMANCE PRO POLO SHIRT	\$ 45.84	\$53.17
SH1650	8165 4 45 L	Blauer Mfg Co	BLAUER L/S PERFORMANCE PATROL POLO	\$ 65.82	\$76.35
SH1658	8436W-1 4 30 28	Blauer Mfg Co	WMNS LS WOOL BLEND SUPER SHIRT W/ FLAT PKTS	\$ 85.87	\$99.61
SH1659	8446W-1 4 30 30	Blauer Mfg Co	BLAUER WMNS S/S SUPERSHIRT W/ FLAT PKTS	\$ 75.45	\$87.52

SH444	8460W 11 28	Blauer Mfg Co	BLAUER WOMEN CLASSACT 75/25 WOOL S/S SHIRT	\$ 71.26	\$82.66
SH448	8713BKLT	Blauer Mfg Co	BLAUER MENS STREETGEAR S/S UNIFORM SHIRT	\$ 49.33	\$57.22
SH733	8421 4 30 14.5	Blauer Mfg Co	SHORT SLEEVE COTTON BLEND SHIRT	\$ 42.59	\$49.40
SH734	8431 004 145 33	Blauer Mfg Co	BLAUER LONG SLEEVE COTTON BLEND SHIRT	\$ 35.51	\$41.19
SH737	8421W 4 30 30	Blauer Mfg Co	LADIES SHORT SLEEVE COTTON BLEND SHIRT	\$ 42.59	\$49.40
SH738	8431W 4 30 30	Blauer Mfg Co	LONG SLEEVE COTTON BLEND WOMEN'S SHIRT	\$ 50.88	\$59.02
SJ417	8160 11 LG TALL	Blauer Mfg Co	BLAUER PERFORMANCE PATROL POLO	\$ 60.50	\$70.18
SM170	8143 65 45 L	Blauer Mfg Co	COLORBLOCK PERFORMANCE L/S POLO	\$ 76.59	\$88.84
SM171	8149 011 2X LNG	Blauer Mfg Co	B.COOL PERFORMANCE L/S POLO	\$ 47.14	\$54.68
SM854	8139W FBL LG	Blauer Mfg Co	WOMEN'S B.COOL® PERFORMANCE POLO SHIRT	\$ 36.23	\$42.03
SP009	FW016WP10M	Blauer Mfg Co	BLAUER MENS 6 CLASH WP BOOT	\$ 168.19	\$195.10
SP009W	FW016WP W10 RE	Blauer Mfg Co	BLAUER WOMENS 6 CLASH WP BOOT	\$ 119.25	\$138.33
SP010	FW028WP10M	Blauer Mfg Co	BLAUER 8 BLITZ WP BOOT	\$ 183.39	\$212.73
SQ219	228 BLK SM REG	Blauer Mfg Co	FLEECE LINED QUARTER ZIP SWEATER	\$ 116.78	\$135.46
SR043	8135 04 SM 30	Blauer Mfg Co	SHORT SLEEVE BICOMPONENT ZIPPERED SH	\$ 15.53	\$18.01
SR044	8141-1 4 40 L	Blauer Mfg Co	LONG SLEEVE POLO SHIRT-B-DRY	\$ 49.69	\$57.64
SR110	8371 11 LG 31	Blauer Mfg Co	BLAUER L/S POLY ARMORSKIN BASE SHIRT	\$ 43.97	\$51.01
SR113	8371W 11 30 L	Blauer Mfg Co	BLAUER LADIES L/S POLY ARMORSKIN BASE SHIRT	\$ 43.97	\$51.01
SR114	8372 11 LG LNG	Blauer Mfg Co	Short Sleeve Polyester ArmorSkin® Base Shirt	\$ 39.54	\$45.87
ST006	225 11 45 L	Blauer Mfg Co	BLAUER FLEECE LINED V-NECK SWEATER	\$ 110.03	\$127.63
ST043	8133 65 30 L	Blauer Mfg Co	BLAUER COLORBLOCK PERFORMANCE POLO WITH OPTIONAL NRF 3.5IN TITLE	\$ 61.27	\$71.07
ST463	811011 BLACK L TA	Blauer Mfg Co	BLAUER STREETGEAR MOCK TURTLENECK	\$ 28.66	\$33.25
ST464	8131-1 11 30 L	Blauer Mfg Co	BLAUER BI-COMPONENT KNIT POLO SHIRT NO POCKET	\$ 42.59	\$49.40
ST834	8137 55 30 L	Blauer Mfg Co	HI-VIS POLO SHIRT ANSI CERTIFIED	\$ 70.55	\$81.84

ST992	228 11 45 L	Blauer Mfg Co	FLEECE LINED QUARTER ZIP SWEATER	\$ 98.48	\$114.24
SW009	8140-04LRG/TALL	Blauer Mfg Co	BLAUER L/S STREET GEAR POLO SHIRT	\$ 52.16	\$60.51
SW019	8130 11 MD REG	Blauer Mfg Co	BLAUER S/S STREETGEAR KNIT UNIFORM SHIRT	\$ 56.23	\$65.23
SW088	4630X 3 45 L	Blauer Mfg Co	JOB SHIRT W/BXDY 80/20 COTTON/POLY FLEECE	\$ 85.78	\$99.50
SW1598	8134 11 LG 30	Blauer Mfg Co	PERFORMANCE PRO POLO SHIRT	\$ 53.25	\$61.77
SW1612	8731 11 L 30	Blauer Mfg Co	BLAUER TENX L/S BDU SHIRT	\$ 53.17	\$61.68
SW1614	8741 11 30 L	Blauer Mfg Co	BLAUER TENX S/S BDU SHIRT	\$ 48.51	\$56.27
SW1869	8136W DKNV MD R	Blauer Mfg Co	SHIRT WOMENS KNIT S/S PIQUE	\$ 39.05	\$45.30
TJ228	8822Z 11 28 REG	Blauer Mfg Co	FLEXTech ZIP-OFF BIKE PANTS	\$ 98.57	\$114.34
TJ378	8835W 11 02 OB	Blauer Mfg Co	BLAUER OPERATIONAL TROUSERS WOMEN	\$ 16.64	\$19.30
TL041	8836-11 28 OB	Blauer Mfg Co	BLAUER TENX TACTICAL PANTS	\$ 63.89	\$74.11
TL183	8650T 38 / T4993-P	Blauer Mfg Co	BLAUER 4PKT POLY TROUSER W/T4993 P0824 GREY STRIP	\$ 86.21	\$100.00
TL184	8650WT 38 / T499	Blauer Mfg Co	BLAUER 4PKT POLY FEMALE TROUSER W/T4993 P0824 GREY STRIP	\$ 86.21	\$100.00
TL187	8554W DKNV 00 O	Blauer Mfg Co	LADIES 4 PCKT 75/25 P/W	\$ 82.42	\$95.61
TR045	8821X NAVY 26	Blauer Mfg Co	BLAUER TROUSERS NO-SIDE POCKETS	\$ 65.67	\$76.18
TR049	88421152	Blauer Mfg Co	BLAUER STRETCH BICYCLE SHORTS	\$ 75.20	\$87.23
TR1066	8831 11 28 38U	Blauer Mfg Co	BLAUER TENX BDU PANTS	\$ 52.78	\$61.22
TR1071	8845 04 28	Blauer Mfg Co	OPERATIONAL MENS SHORT	\$ 55.66	\$64.57
TR1072	8845W 04 10	Blauer Mfg Co	OPERATIONAL WOMENS SHORT	\$ 53.04	\$61.53
TR1195	8836W 11 00 36U	Blauer Mfg Co	BLAUER TENX WOMENS TACTICAL PANTS	\$ 63.89	\$74.11
TR1382	8846 04 28	Blauer Mfg Co	SHORTS TENX TACTICAL	\$ 55.61	\$64.51
TR1645	8846W 04 0	Blauer Mfg Co	SHORTS TENX TACTICAL WOMENS	\$ 55.61	\$64.51
TR2058	8560T 11 28 30	Blauer Mfg Co	BLAUER MEN'S 4-PKT WOOL BLEND TROUSERS W/TUNNEL WAISTBAND	\$ 79.92	\$92.71
TR2063	8560WT 11 30 10	Blauer Mfg Co	WOMEN'S 4-PKT WOOL BLEND TROUSERS W/TUNNEL WAISTBAND	\$ 81.03	\$93.99
TR408	8835-11-28 OB	Blauer Mfg Co	BLAUER MEN'S OPERATIONAL TROUSERS	\$ 16.64	\$19.30

TR975	8810X 11 28 OB	Blauer Mfg Co	BLAUER STREETGEAR SIDE POCKET TROUSER	\$ 76.91	\$89.22
TT055	8840X0432	Blauer Mfg Co	MENS SIDE POCKET COTTON BLEND SHORT	\$ 68.95	\$79.98
TT056	8840WX 04 02	Blauer Mfg Co	WOMENS SIDE POCKET COTTON BLEND SH	\$ 65.67	\$76.18
TT638	8657W 11 08R	Blauer Mfg Co	WOMENS POLY PANT W HIDDEN PKT	\$ 25.52	\$29.60
TT640	8823W-11 10 OB	Blauer Mfg Co	BLAUER WOMENS FLEXFORCE TACTICAL PANTS W/TUNNEL WAIST	\$ 91.11	\$105.69
TU200	8567W BLK 02 OB	Blauer Mfg Co	BLAUER WOMENS 6-POCKET POLY WOOL TROUSER	\$ 43.28	\$50.20
TU310	8565-11 32 OB	Blauer Mfg Co	BLAUER POLY/WOOL SIDE-POCKET TROUSER	\$ 100.12	\$116.14
TU312	8560 11 28 OB	Blauer Mfg Co	BLAUER CLASSACT PANT 75/25 POLY/WOOL SERGE 4 POCKET	\$ 55.49	\$64.37
TU313	8560W 11 04 OB	Blauer Mfg Co	BLAUER CLASSACT 75/25 FEMALE WOOL TR	\$ 55.49	\$64.37
TU317	8650-11 28 OB	Blauer Mfg Co	BLAUER 100% POLY TWILL TROUSER	\$ 21.08	\$24.45
TU318	8655 11 28 OB	Blauer Mfg Co	BLAUER SIDE POCKET TROUSER	\$ 25.52	\$29.60
TU319	8655W-BK2R	Blauer Mfg Co	BLAUER WMNS SIDE PKT POLY TROUSER	\$ 25.52	\$29.60
TU565	8565W 11 00 REG	Blauer Mfg Co	BLAUER WOMENS POLY/WOOL SIDE-POCKET TROUSER	\$ 100.12	\$116.14
TU768	8657 11 33 OB	Blauer Mfg Co	6 POCKET POLYESTER TROUSER	\$ 25.52	\$29.60
TU803	8823 11 28 OB	Blauer Mfg Co	BLAUER MENS TACTICAL TROUSER W/TUNNEL WAISTBAND	\$ 85.47	\$99.15
TU808	8200N 35 REG	Blauer Mfg Co	4 POCKET NOMEX TROUSERS	\$ 130.08	\$150.89
UA1087	8843 011 LG	Blauer Mfg Co	BLAUER PADDED COMPRESSION BIKE SHORTS	\$ 36.96	\$42.87
UA1673	8008 11 30 L	Blauer Mfg Co	QUICKDRY BOXER BRIEFS	\$ 15.82	\$18.35
UB211	8006 11 30 L	Blauer Mfg Co	BOXER BRIEFS	\$ 15.82	\$18.35
UN251	8120X 11 30 L	Blauer Mfg Co	SHIRT COMPRESSION T SHIRT	\$ 27.36	\$31.74
BP1038	8470-BWRSKIN 11	BLAUER MFG CO - QUOTED ITEMS	BODY WORN BLAUER ARMORSKIN WOOL BLEND	\$ 92.91	\$107.78
JA1104	6120-BWR GP-11 L	BLAUER MFG CO - QUOTED ITEMS	BODY WORN BLAUER B-DRY 3-SEASON GLD P BTNS DUTY JACKET W/OUT PILE COLLAR	\$ 145.79	\$169.12
SH1221	8670-BWR 9 145 3	BLAUER MFG CO - QUOTED ITEMS	BODY WORN BLAUER SUPER SHIRT L/S POLY SHIRT	\$ 56.72	\$65.80

SH1222	8675-BWR 11 LG L	BLAUER MFG CO - QUOTED ITEMS	BODY WORN BLAUER SUPER SHIRT 100% POLY S/S SHIRT	\$ 52.04	\$60.37
SH1811	8472 SUNY 165 LN	BLAUER MFG CO - QUOTED ITEMS	BLAUER S/S CUSTOM COLOR WOOL BLEND STREETSHIRT	\$ 49.23	\$57.11
SH2422	8675W-BWR 50 30	BLAUER MFG CO - QUOTED ITEMS	WOMENS CSPD 8675 S/S SHIRT W/ BWR AND CSPD SHOULDER PATCHES	\$ 52.04	\$60.37
SH2423	8670W BWR 50 30	BLAUER MFG CO - QUOTED ITEMS	WOMENS CSPD 8675 L/S SHIRT W/ BWR AND CSPD SHOULDER PATCHES	\$ 56.72	\$65.80
SW086	8139 11 LG REG	BLAUER MFG CO - QUOTED ITEMS	NJ DOC B COOL PERFORMANCE POLO SHIRT	\$ 41.09	\$47.66
TR1287	8567-2 PTN 28 OB	BLAUER MFG CO - QUOTED ITEMS	MENS 6 PKT WOOL BLEND TROUSER W/ 1 INCH BROWN STRIPING	\$ 91.01	\$105.57
SM281	8136-04 LG	Blauer Mfg Co #1 - Lexington	100 COTTON S/S POLO SHIRT	\$ 23.30	\$27.03
LR213	BL6606-3-24	BOSTON LEATHER INC	1-1/2IN LEATHER GARRISON BELT	\$ 19.70	\$20.69
JS1017	CNB3NV-RG-L	BULWARK (WWOF)	NOMEX IIIA 4.5 OZ PREMIUM	\$ 199.08	\$218.99
NP200	70941		MIRAGE ULTRA DUTY BELT	\$ 41.86	\$43.95
RC034	88806		UNCLE MIKES UNIVERSAL RADIO CASE W/ SWIVEL	\$ 26.73	\$28.07
JS185	101017-410 34		FR TRADITIONAL TWILL COVERALL	\$ 104.36	\$109.58

ST288C ST673A	Classic Cap &		FRISCO FD OPEN BOTTOM	\$ 24.70	\$
ST673C TS2437	ST288 NAV W/156	Embroidery	SWEATPANT W/	23.75 \$ 23.92	\$ 25.93
TS2438 TS2439	Classic Cap & ST673 NAV		FRISCO FD CREWNECK SWEATSHIRT	\$ 26.90	\$
TS2440 TS306Z	W/153	Embroidery	W/153	23.00 \$ 23.41	\$ 25.11
	Classic Cap & ST673 NAV		FRISCO FD CREWNECK SWEATSHIRT	\$ 26.38	\$
	W/155	Embroidery	W/155	25.87 \$ 27.30	\$ 28.24
	Classic Cap & TS587 FNAV		FRISCO FIRE DEPT S/S PROFESSIONAL	\$ 30.28	\$
	W/15	Embroidery	TEE W	22.51 \$ 18.30	\$ 24.58
	Classic Cap & TS587 FNAV		FRISCO FIRE DEPT S/S PROFESSIONAL		\$
	W/15	Embroidery	TEE W	25.37	\$ 27.69
	Classic Cap & TS585 FNAV		FRISCO FIRE DEPT L/S PROFESSIONAL		\$
	W/15	Embroidery	TEE W	26.25	\$ 28.66
	Classic Cap & TS585 FNAV		FRISCO FIRE DEPT L/S PROFESSIONAL		\$
	W/15	Embroidery	TEE W	29.12	\$ 31.79
	Classic Cap & TS306 NAV		FRISCO FIRE DEPT GILDAN ULTRA		\$
	W/155	Embroidery	COTTON L	17.60	\$ 19.21
	Classic Cap &				
TS691Z	TS691 NAV W/155	Embroidery	FRISCO FIRE DEPT GILDAN COTTON T SHIRT	\$ 14.98	\$15.73
BP165	MOPC-002	Condor Outdoor Products Inc	CONDOR MODULAR OPERATOR PLATE CARRIER	\$ 57.19	\$60.05
LH019	402ABW-BRA28	COURTLAND BOOT JACK CO.	SAM BROWNE BELT	\$ 57.88	\$60.77
LH321	MPNYCXBW BW-B	COURTLAND BOOT JACK CO.	CLARINO DOUBLE MAG POUCH 40 CAL	\$ 43.63	\$45.81
LR590	407C-BRS	COURTLAND BOOT JACK CO.	HANDCUFF CASE-CLARINO	\$ 30.63	\$32.16
LR848	S4428 BRS	COURTLAND BOOT JACK CO.	SHOULDER STRAP SLIDING D RING (PAIR)	\$ 13.78	\$14.47
LR857	1435BW BLK 32/34	COURTLAND BOOT JACK CO.	1 1/4" SHOULDER STRAP - UNLINED	\$ 36.39	\$38.21
FW290	28010 10 D	Danner, Inc.	CTA BELT LOOP APPLICATION	\$ 151.89	\$159.48
SP285	21210 10 B	Danner, Inc.	MENS 8IN BLACK KINETIC GORE-TEX WP BOOT	\$ 331.93	\$348.53
ZH744	21210 10 M	Danner, Inc.	ACADIA NONINSULATED GORETEX BOOTS	\$ 331.93	\$348.53
CX184	H507	DAVIS & STANTON	21210 WOMENS ACADIA NON INSULATED BOOT	\$ 15.08	\$15.83
CX199	M112	DAVIS & STANTON	COMMEND BAR INSTRUCTOR BLK/GLD DAVIS & STANTON	\$ 11.43	\$12.00
SD033	1011750	DEFENSE TECH/SAFARILAND LLC.	M112 TACTICAL SQUAD COMMENDATION BAR	\$ 10.45	\$10.97

SD085	1011715	DEFENSE TECH/SAFARILA ND LLC.	MKIII INERT TRAINING UNIT	\$ 12.38	\$13.00
SD131	1013265	DEFENSE TECH/SAFARILA ND LLC.	MK3 FIRST DEFENSE PEPPER 10	\$ 12.71	\$13.35
SD312	1012574	DEFENSE TECH/SAFARILA ND LLC.	FIRST DEFENSE STREAM X2 MK3	\$ 12.65	\$13.28
FT045	DEHCORD-VOYAGE ^{Inc}	Dehner Boot Co	FIRST DEFENSE CLASSIC MK-3 STREAM,	1.3%	\$807.50
FT639/ FT643/ FT675	Dehner Boot Co DRESSPATROL-DEH ^{Inc} Dehner Boot Co BAL-LACED W/ REG ^{Inc} Dehner Boot Co DRESS PATROLCAL ^{Inc}		DEHNER DEHCORD -VOYAGER CUSTOM BOOT STOCK BOOT BLACK DRESS INSTEP PATROL DEHNER BOOT CO DEHNER STOCK BAL-LACED PATROL BOOT	\$530.39 \$791.63 \$1,008.79	\$56.91 \$831.21 \$1,059.23
LA079	LA079	Dehner Boot Co Inc	DRESS PATROL BOOT CALFSKIN	\$ 46.79	\$49.13
JA060	6124BK-RG-XL	Dickies (WWOF)	DEHNER ADD VIBRAM SOLES	\$ 49.46	\$57.37
JA933	TJ55BK-RG-L	Dickies (WWOF)	DICKIES DIAMOND QUILTED NYLON JACKET	\$ 38.11	\$44.21
SJ662	L5350B-RG-L	Dickies (WWOF)	DICKIES LINED EISENHOWER JACKET	\$ 19.43	\$22.54
ST285	5574BK-TL-L	Dickies (WWOF)	WOMENS INDUSTRIAL L/S WORK SHIRT	\$ 22.71	\$26.34
ST286	2574BK-RG-L	Dickies (WWOF)	MENS 65/35 POLY/COT DICKIES L/S WORK SHIRT	\$ 20.15	\$23.37
SW157	F557BK-RG-L	Dickies (WWOF)	DICKIES SHORT SLEEVE WORK SHIRT	\$ 22.71	\$26.34
TR031	XFP74BK-8-28	Dickies (WWOF)	WOMENS SS WORK SHIRT	\$ 24.97	\$28.97
TR087	WP59BK-30-30	Dickies (WWOF)	WOMENS 65/35 POLY/COT TWILL WORK PANT	\$ 33.70	\$39.09
TR985	8528BK-28-30	Dickies (WWOF)	DICKIES RELAXED FIT STRAIGHT LEG CARGO WORK PANT	\$ 32.19	\$37.34
TU167	LP92BK-28-37U	Dickies (WWOF)	DOUBLE KNEE WORK PANT	\$ 20.71	\$24.02
TU172	P874BK-28-37U	Dickies (WWOF)	DICKIES INDUSTRIAL FLAT FRONT PANT	\$ 24.97	\$28.97
ZN941	H740-SH-CL-RH-36	DON HUME LEATHERGOOD S	DICKIES ORIGINAL 874 INDUSTRIAL WORK PANT	\$ 155.99	\$163.79
BD507	5301	DUTYMAN INC	H740-SH LEVEL II SECURITY HOLSTER	\$ 9.35	\$10.38
LP839	1522-28-BRS	DUTYMAN INC	OVAL BADGE HOLDER	\$ 19.92	\$22.11
LP991	1521T BRS 24	DUTYMAN INC	1 1/2 GARRISON BELT	\$ 22.36	\$24.82

TU061	8519 010 0 UL	EDWARDS GARMENT CO	1 1/2 GARRISON BELT THICK LEATHER	\$ 72.46	\$76.08
HW935	M0322	EISEMAN-LUD MAR CO INC	EDWARDS WOMENS CASUAL FLAT FRONT PANTS	\$ 7.54	\$7.92
UA8100	B/2605G C GLD	EISEMAN-LUD MAR CO INC	CAP BAND -SNAKE	\$ 18.72	\$19.66
BF062	V3110B 07425 LG R	Elbeco Incorporated	1 1/8 IN NAVY LINE STARS BULLION ON BLACK FELT	\$ 126.79	\$142.00
JA108	DC13800 36 SHT	Elbeco Incorporated	BODYSHIELD UNIFORM SHIRT CARRIER W/WELT POCKETS	\$ 122.89	\$137.64
JA1213	SH3800 LG LNG	Elbeco Incorporated	SGL BRST 4 PKT POLY BLAZER SIL FD BUTTONS	\$ 138.82	\$155.48
JX009	SH3200 LG LNG	Elbeco Incorporated	SHIELD GENESIS JACKET	\$ 190.01	\$212.81
JX012	SH3500 LG LNG	Elbeco Incorporated	SHIELD DUTY JACKET	\$ 111.47	\$124.85
SG084	P834 LG REG	Elbeco Incorporated	SHIELD PERFORMANCE SOFTSHELL	\$ 56.49	\$63.27
SG732	K5213 RB/NB LG	Elbeco Incorporated	IL DOC S/S SHIRT WMETAL EYEL BT & NAMEPLATE EYEL	\$ 55.54	\$62.20
SG733	K5223 RB/NB LG	Elbeco Incorporated	ELBECO UFX ULTRA-LIGHT TACTICAL SHORT SLEEVE COLOR BLOCK POLO	\$ 65.37	\$73.21
SG734	K5216 HI VIS LG	Elbeco Incorporated	ELBECO UFX ULTRA-LIGHT TACTICAL LONG SLEEVE COLOR BLOCK POLO	\$ 73.45	\$82.26
SG735	K5226 HI VIS LG	Elbeco Incorporated	ELBECO UFX ULTRA-LIGHT TACTICAL SHORT SLEEVE HIVIS POLO	\$ 81.70	\$91.50
SG908	841N 145 33	Elbeco Incorporated	ELBECO UFX ULTRA-LIGHT TACTICAL LONG SLEEVE HIVIS POLO	\$ 66.22	\$74.17
SG916	9340LCN 30	Elbeco Incorporated	DISTINCTION MENS L/S SHIRT	\$ 72.77	\$81.50
SG917	9840LCN 30	Elbeco Incorporated	DISTINCTION LADIES L/S SHIRT	\$ 66.22	\$74.17
SG921	UVS151 13.5/33	Elbeco Incorporated	DISTINCTION LADIES S/S SHIRT	\$ 73.45	\$82.26
SH095	P878 145 3233	Elbeco Incorporated	DISTINCTION MENS UNDERVEST L/S SHIRT	\$ 43.97	\$49.25
SR585	K5141 LG	Elbeco Incorporated	MENS PARAGON PLUS LS POLY/COT SHIRT	\$ 44.86	\$50.24
SR750	P802LC 28	Elbeco Incorporated	UFX TACTICAL L/S KNIT SHIRT	\$ 55.40	\$62.05
ST206	K5181LC LG	Elbeco Incorporated	LADIES CHOICE LS PARAGON PLUS SHIRT	\$ 44.86	\$50.24
SW672	K5131 LG	Elbeco Incorporated	WOMENS UFX L/S POLO SHIRT	\$ 40.51	\$45.37
TR036	E490R 28 OB	Elbeco Incorporated	UFX TACT KNIT S/S SHIRT	\$ 90.68	\$101.56

TR037	E4030R 28 OB	Elbeco Incorporated	DISTINCTION MENS FOUR POCKET TROUSER	\$ 100.01	\$112.01
TR038	E440R BLK 28 OB	Elbeco Incorporated	DISTINCTION MENS CARGO POCKET TROUSER	\$ 96.56	\$108.15
TR060	E9494LCN 02 OB	Elbeco Incorporated	DISTINCTION MENS HIDDEN CARGO POCKET TROUSER	\$ 90.68	\$101.56
TR063	E4031LCN 02 OB	Elbeco Incorporated	DISTINCTION LADIES CHOICE 4 POCKET TROUSER	\$ 100.01	\$112.01
TR105	E894129	Elbeco Incorporated	DISTINCTION LADIES CHOICE CARGO POCKET TROUSER	\$ 39.54	\$44.28
TR596	E9314LC DKNV 12	Elbeco Incorporated	MENS TOP AUTHORITY TROUSER	\$ 66.32	\$74.28
TT755	D/C E9444LC 08 OB	Elbeco Incorporated	LADIES CHOICE TEXTROP TROUSERS	\$ 67.79	\$75.92
TU610	E320RN 28 OB	Elbeco Incorporated	WOMENS HIDDEN CARGO PANT	\$ 50.24	\$56.27
TU611	E9320LC 02 OB	Elbeco Incorporated	MENS TEX TROP2 UNIFORM TROUSERS	\$ 49.72	\$55.69
ZA2264	K5142 TAN 2X z	Elbeco Incorporated	WOMENS TEXTROP2 4 POCKET TROUSERS	\$ 46.30	\$51.86
EM040	E10-3021B-BLK (H	O ^{Eleven 10 LLC}	UFX L/S TACTICAL SHIRT	\$ 30.44	\$31.96
EW197	740-0007	EYE SAFETY SYSTEMS	RIGID GEN 7 CAT TQ CASE	\$ 68.24	\$71.65
UA1835		FCGI	ICE TACTICAL KIT	\$ 8.93	\$9.38
					\$71.45
BP1272	F1 FC1000VC 10 LA	FECHHEIMER BROTHERS UNIFORM CO	SUSPENDER-ADJUSTABLE BUTTON 48"	\$ 64.95	
BP1420	F1 FX5140VC 10 LA	FECHHEIMER BROTHERS UNIFORM CO	AEROSHELL 100% POLYESTER ARMOR CARRIER	\$ 93.96	\$103.36
JA820	F1 54100A 10 LAR	FECHHEIMER BROTHERS UNIFORM CO	CROSSFX CLASS B POLY/COTTON RIPSTOP AEROSHELL	\$ 122.74	\$135.01
JA843	F1 59130WP 10 LA	FECHHEIMER BROTHERS UNIFORM CO	SOFT SHELL JACKET	\$ 148.50	\$163.35
JX657	F1 34891 86 34 RE	FECHHEIMER BROTHERS UNIFORM CO	WATERPROOF DUTY JACKET W/LINER & SIL P BUTTONS	\$ 345.03	\$379.53
JX762	F1 55100A 10 LAR	FECHHEIMER BROTHERS UNIFORM CO	MENS SINGLE BREASTED 4 BUTTON P/W COAT W/BUTTON CHOICE	\$ 120.18	\$132.20
JX765	F1 73160A 10 LAR	FECHHEIMER BROTHERS UNIFORM CO	ENDURANCE INSULATED BASE LAYER JACKET - 100% POLYESTER	\$ 146.94	\$161.63
SG239		FECHHEIMER BROTHERS UNIFORM CO	ENDURANCE ANSI CERTIFIED REVERSIBLE JACKET W/SIL P BTNS	\$ 59.24	\$65.16
SG240		FECHHEIMER BROTHERS UNIFORM CO	WOMENS POWER STRETCH POLY LS SHIRT	\$ 53.13	\$58.44

SG928	F1 85VS78 10 LARG	FECHHEIMER BROTHERS UNIFORM CO	WOMENS POWER STRETCH POLY S/S SHIRT	\$ 40.64	\$44.70
SG938	F1 35VS78 10 LARG	FECHHEIMER BROTHERS UNIFORM CO	HYBRID PERFORMANCE SHIRT - 100% POLYESTER MENS SHIRT SS	\$ 45.35	\$49.89
SG939	F1 05VS84 86 LARG	FECHHEIMER BROTHERS UNIFORM CO	HYBRID PERFORMANCE SHIRT - 100% POLYESTER MENS SHIRT LS	\$ 60.80	\$66.88
SG940	F1 55VS84 86 LARG	FECHHEIMER BROTHERS UNIFORM CO	HYBRID PERFORMANCE POLY/WOOL MENS L/S SHIRTS	\$ 50.72	\$55.79
SH018	35W54 35 14.0/14	FECHHEIMER BROTHERS UNIFORM CO	MENS HYBRID PERFORMANCE 75/25 P/W S/S SHIRT	\$ 52.53	\$57.78
SH020	F1 85R54 35 14.0/1	FECHHEIMER BROTHERS UNIFORM CO	MENS L/S DAC/COTTON SHIRT	\$ 40.59	\$44.65
SH042	F1 UD12020 86 14.	FECHHEIMER BROTHERS UNIFORM CO	MENS FLYING CROSS SS UNIFORM SHIRT	\$ 47.25	\$51.98
SH043	F1 UD12000 86 14.	FECHHEIMER BROTHERS UNIFORM CO	MENS L/S URBAN DEFENDER POLYESTER ZIPPER SHIRT	\$ 43.67	\$48.04
SH044	F1 UD12030 86 30	FECHHEIMER BROTHERS UNIFORM CO	MENS S/S URBAN DEFENDER POLYESTER ZIPPER SHIRT	\$ 47.25	\$51.98
SH045	F1 UD12010 86 30	FECHHEIMER BROTHERS UNIFORM CO	WOMENS L/S URBAN DEFENDER POLY ZIPPER SHIRT	\$ 43.67	\$48.04
SH078		FECHHEIMER BROTHERS UNIFORM CO	WOMENS S/S URBAN DEFENDER POLY ZIPPER SHIRT	\$ 53.13	\$58.44
SH083	F1 42W78Z 86 14.5	FECHHEIMER BROTHERS UNIFORM CO	Power Stretch Command 100% Poly Men's Short S/S w/Zipper	\$ 59.24	\$65.16
SH848	F1 42W84Z 86 14.5	FECHHEIMER BROTHERS UNIFORM CO	POWER STRETCH POLY LS SHIRT	\$ 88.36	\$97.20
SH919	F1 92R84Z 86 LARG	FECHHEIMER BROTHERS UNIFORM CO	MENS POWER STRETCH POLY/WOOL LS SHIRT	\$ 77.27	\$85.00
SH929	F1 85R58 10 LARGE	FECHHEIMER BROTHERS UNIFORM CO	POWER STRETCH DUTY MENS S/S SHIRT W/ZIPPER	\$ 49.77	\$54.75
SJ404	F1 FX5100 10 LARG	FECHHEIMER BROTHERS UNIFORM CO	Men's Valor S/S 65 POLY/35 COTTON	\$ 49.60	\$54.56
SJ406	F1 FX5120 10 LARG	FECHHEIMER BROTHERS UNIFORM CO	CROSS FX CLASS B POLY/COTTON RIPSTOP S/S SHIRT	\$ 49.60	\$54.56
SJ553	F1 FX5000VS 10 LA	FECHHEIMER BROTHERS UNIFORM CO	CROSS FX CLASS B POLY/COTTON RIPSTOP L/S SHIRT	\$ 47.04	\$51.74
SJ554	F1 FX5020VS 10 LA	FECHHEIMER BROTHERS UNIFORM CO	CROSSFX - MENS 65%POLY/35%COTTON RIPSTOP S/S HYBRID SHIRT	\$ 52.47	\$57.72

SR321	F1 192R84Z 86 30	FECHHEIMER BROTHERS UNIFORM CO	CROSSFX - HYBRID MENS 65%POLY/35%COTTON RIPSTOP L/S SHIRT	\$ 77.27	\$85.00
SR323	F1 142R84Z 86 28 L	FECHHEIMER BROTHERS UNIFORM CO	WOMENS POWER STRETCH POLY/WOOL	\$ 88.47	\$97.32
SR376	F1 157R84 86 30	FECHHEIMER BROTHERS UNIFORM CO	WOMENS POWER STRETCH POLY/WOOL LS SHIRT	\$ 80.07	\$88.08
SR383	F1 107W84 86 30 L	FECHHEIMER BROTHERS UNIFORM CO	FEMALE S/S 75% POLY /25% WOOL SHIRT	\$ 84.07	\$92.48
SR619	F1 55R84 10 14.0/1	FECHHEIMER BROTHERS UNIFORM CO	FEMALE L/S 75% POLY /25% WOOL	\$ 72.68	\$79.95
SR620	F1 05W84 10 14.0/	FECHHEIMER BROTHERS UNIFORM CO	MENS SS 75/25 POLY WOOL ZIP FRONT SHIRT	\$ 80.07	\$88.08
SR621	F1 1557R84Z 10 30	FECHHEIMER BROTHERS UNIFORM CO	MENS LS 75/25 POLY WOOL ZIP FRONT SHIRT	\$ 72.68	\$79.95
SR729	F1 105W84 10 32 L	FECHHEIMER BROTHERS UNIFORM CO	WOMENS SS 75/25 POLY WOOL SHIRT WITH ZIPPER	\$ 84.07	\$92.48
ST315	F1 790 10 LARGE	FECHHEIMER BROTHERS UNIFORM CO	WOMENS L/S 75/25 POLY WOOL BLEND UN	\$ 96.88	\$106.57
ST324	F1 740 10 LARGE	FECHHEIMER BROTHERS UNIFORM CO	FLEECE LINED V-NECK COMMANDO SWEATER	\$ 113.42	\$124.76
SW863	F1 52600 86 LARGE	FECHHEIMER BROTHERS UNIFORM CO	FLEECE LINED 1/4 ZIP COMMANDO SWEATER	\$ 33.15	\$36.47
SW903	F1 720 10 LARGE	FECHHEIMER BROTHERS UNIFORM CO	L/S MOCK TURTLENECK	\$ 75.22	\$82.74
TJ260	F1 FX57300 10 28	FECHHEIMER BROTHERS UNIFORM CO	JERSEY KNIT UNLINED COMMAND SWEATER	\$ 54.08	\$59.49
TJ261	F1 FX57300W 10 0	FECHHEIMER BROTHERS UNIFORM CO	CROSS FX CLASS B POLY/COTTON RIPSTOP CARGO PANT	\$ 54.08	\$59.49
TL127	F1 47780W 86 02 R	FECHHEIMER BROTHERS UNIFORM CO	CROSS FX WOMENS CLASS B POLY/COTTON RIPSTOP CARGO PANT	\$ 99.56	\$109.52
TL150	F1 47780 86 28 RE	FECHHEIMER BROTHERS UNIFORM CO	WOMENS 75/25 POLY WOOL TROUSER W/ CARGO PKT	\$ 92.39	\$101.63
TR082	F1 3900 10 26 REG	FECHHEIMER BROTHERS UNIFORM CO	75/25 P/W INSIDE CARGO PANTS	\$ 48.15	\$52.97
TR083	F1 3900W 10 02 RE	FECHHEIMER BROTHERS UNIFORM CO	MENS POLYESTER TROUSERS	\$ 48.15	\$52.97
TR1311	F1 37100 10 28 RE	FECHHEIMER BROTHERS UNIFORM CO	LADIES POLYESTER TROUSERS	\$ 61.59	\$67.75

TR1312	F1 37100W 10 02	FECHHEIMER BROTHERS UNIFORM CO	MENS HIDDEN CARGO POCKET PANTS	\$ 61.59	\$67.75
TR152	F1 34291 86 29 OB	FECHHEIMER BROTHERS UNIFORM CO	WOMENS HIDDEN CARGO POCKET PANT	\$ 69.43	\$76.37
TR153	F1 32275W 05 02	FECHHEIMER BROTHERS UNIFORM CO	MENS 55/45 POLY/WOOL DRESS TROUSERS	\$ 91.93	\$101.12
TR2385	F1 37291 86 28 RE	FECHHEIMER BROTHERS UNIFORM CO	WOMENS 55/45 POLY/WOOL DRESS TROUSERS	\$ 97.18	\$106.90
TR623	F1 39900 86 28 RE	FECHHEIMER BROTHERS UNIFORM CO	MENS 55/45 POLY/WOOL DRESS TROUSERS	\$ 63.04	\$69.34
TR624	F1 39900W 86 02 R	FECHHEIMER BROTHERS UNIFORM CO	MENS POLYESTER TROUSERS WITH CARGO POCKET	\$ 63.04	\$69.34
TR650	D/C F1 47400 10 3	FECHHEIMER BROTHERS UNIFORM CO	100% POLYESTER WOMENS TROUSERS WITH CARGO POCKET	\$ 57.44	\$63.18
TR652	F1 47300 10 28 RE	FECHHEIMER BROTHERS UNIFORM CO	MENS P/C TWILL TROUSERS W/FLEX WAISTBAND	\$ 76.55	\$84.21
TR677	F1 47280 10 28 RE	FECHHEIMER BROTHERS UNIFORM CO	COMMAND WEAR CARGO POCKET TACTICAL PANT W/FREEDOM FLEX	\$ 87.68	\$96.45
TR678	X1 X47291-01 10 0	FECHHEIMER BROTHERS UNIFORM CO	MENS 75/25 POLY/WOOL TROUSERS W/FLEX WAISTBAND	\$ 87.68	\$96.45
TR862	F1 V47680 10 28 R	FECHHEIMER BROTHERS UNIFORM CO	WOMENS 75/25 POLY/ WOOL TROUSERS WITH FLEX WAIST BAND	\$ 102.47	\$112.72
TU049	F1 47330 86 28 RE	FECHHEIMER BROTHERS UNIFORM CO	MEN'S P/W TROUSER W/FREEDOM FLEX WAIST/VERTX CARGO PKTS	\$ 68.31	\$75.14
TU332	F1 47289 86 28 RE	FECHHEIMER BROTHERS UNIFORM CO	COMMAND WEAR MENS SHORTS W/FREEDOM FLEX BAND	\$ 67.59	\$74.35
ZA2186	F1 71500 86 LARGE	FECHHEIMER BROTHERS UNIFORM CO	MENS POLY/WOOL SAP PKT TROUSERS	\$ 69.43	\$76.37
ZS553	F1 85R70Z 86 LARG	FECHHEIMER BROTHERS UNIFORM CO	71500 PRO SERIES SAFETY VEST	\$ 57.00	\$62.70
LP643	CU9G	FIRST SAMCO	MENS S/S 65/35 COOL MAX ZIPPER	\$ 24.60	\$25.83
CE000		GALLS INC		\$ -	\$0.00
EF10639	EF10639	GALLS INC	LOGO ONLY DESIGN	\$ -	\$0.00
ES20048	ES20048	GALLS INC	FRISCO FIRE DEPT TX SMALL GLD/RED/BLU/WHT/GRY 2X2.75	\$ 10.92	\$12.56
ES20049	ES20049	GALLS INC	FRISCO FIRE DEPT TEXT LIGHT GARMENTS 3x2	\$ 10.92	\$12.56
ES20050	ES20050	GALLS INC	FRISCO FIRE DEPT TEXT RED/GLD	\$ 10.92	\$12.56
ES20052	ES20052	GALLS INC	FRISCO FIRE DEPT TEXT RED/WHT	\$ 10.92	\$12.56
ES20118	ES20118	GALLS INC	FRISCO FIRE DEPT TEXT GLD 3X2	\$ 11.70	\$13.46

ES20119	ES20119	GALLS INC	FRISCO FIRE DEPT. BATTALION CHIEF SHIELD BADGE	\$ 11.70	\$13.46
ES20120	ES20120	GALLS INC	FRISCO FIRE DEPT. CAPTAIN SHIELD BADGE	\$ 11.70	\$13.46
ES20157	ES20157	GALLS INC	FRISCO FIRE DEPT. DEPUTY CHIEF SHIELD BADGE	\$ 8.58	\$9.87
ES20158	ES20158	GALLS INC	FRISCO LIEUTENANT 1 HORN LOGO	\$ 8.58	\$9.87
ES20159	ES20159	GALLS INC	FRISCO BATTALION CHIEF 2 CROSSED HORN LOGO	\$ 8.58	\$9.87
ES20180	ES20180	GALLS INC	FRISCO CAPTAIN 2 HORN LOGO	\$ 7.64	\$8.79
ES20181	ES20181	GALLS INC	5 CROSSED BUGLES COLLAR	\$ 7.64	\$8.79
ES20182	ES20182	GALLS INC	4 CROSSED BUGLES COLLAR	\$ 7.64	\$8.79
ES20184	ES20184	GALLS INC	3 CROSSED BUGLES COLLAR	\$ 10.92	\$12.56
ES20805	ES20805	GALLS INC	FRISCO FIRE DEPT TEXT SIL	\$ 7.28	\$8.37
EY04369	EY04369	GALLS INC	CAPTAIN BAR	\$ 11.70	\$13.46
EY04370	EY04370	GALLS INC	DISPATCHER FRISCO FIRE DEPT TEX BADGE	\$ 11.70	\$13.46
EY04371	EY04371	GALLS INC	CHIEF FRISCO FIRE DEPT TEX BADGE	\$ 11.70	\$13.46
EY06288	EY06288	GALLS INC	ASSISTANT CHIEF FRISCO FIRE DEPT TEX BADGE	\$ 11.96	\$13.75
EY09195	EY09195	GALLS INC	FRISCO FIRE DEPARTMENT MXC LOGO	\$ 15.08	\$17.34
EY10376	EY10376	GALLS INC	FRISCO FIRE DEPARTMENT K9 LOGO	\$ 11.96	\$13.75
EY10377	EY10377	GALLS INC	FRISCO FIRE DEPT TEXT RED/GLD HAT	\$ 11.96	\$13.75
EY11787	EY11787	GALLS INC	FRISCO FIRE DEPT TEXT RED/WHT HAT	\$ 11.47	\$13.19
HT002	HT002 1LN	GALLS INC	FRISCO FIRE TEXT	\$ 12.47	\$14.34
HT2804	HT2804 RSIL	GALLS INC	HEAT TRANSFER	\$ 16.64	\$19.14
HT4613	HT4613 BLK	GALLS INC	FRISCO FIRE INVESTIGATOR (BACK) 9.8339 x 7.6632	\$ 18.84	\$21.67
HT4614	HT4614 BLK	GALLS INC	FRISCO FIRE (BACK)	\$ 16.64	\$19.14
HT4615	HT4615 BLK	GALLS INC	FRISCO FIRE DEPT (BACK SMALL)	\$ 16.64	\$19.14
HT9993	REDS 1 WORD BLK	GALLS INC	FRISCO FIRE DEPT (SMALL)	\$ 9.83	\$11.30
HT9994	REDS 2 WORD BLK	GALLS INC	REDS 1 WORD HEAT PRESS	\$ 12.01	\$13.81
HT9995	REDS 3 WORD BLK	GALLS INC	REDS 2 WORD HEAT PRESS	\$ 16.64	\$19.14
LA015	LA015	GALLS INC		\$ -	\$0.00
LA100		GALLS INC	ENGRAVING FOR NAMEPLATE APPLICATION	\$ 1.04	\$1.20
LA101		GALLS INC	BUTTON APPLICATION	\$ -	\$1.20
LA103		GALLS INC	ZIPPER APPLICATION	\$ -	\$1.20
LA104		GALLS INC	BUTTON REMOVAL	\$ 4.37	\$5.03
LA105		GALLS INC	CLOSE SEW POCKET SHUT	\$ 8.74	\$10.05
LA106		GALLS INC	EPAULET APPLICATION TAC DOWN	\$ 4.37	\$5.03
LA107		GALLS INC	BADGE TAB APPLICATION	\$ 13.10	\$15.07
LA111		GALLS INC	EPAULET REMOVAL	\$ -	\$4.67
LA113		GALLS INC	BADGE TAB REMOVAL	\$ 21.84	\$25.12
LA118		GALLS INC	SHIRT ADD LONG TAILS	\$ 3.28	\$3.77
LA119		GALLS INC	REMOVE EXISTING/OLD PATCH	\$ 10.92	\$12.56
LA120		GALLS INC	ADD CUFFS TO TROUSERS/PANTS	\$ 26.00	\$29.90

LA121		GALLS INC	ADJUST WAIST IN OR OUT OR LOWER BELT	\$ 16.64	\$19.14
LA122		GALLS INC	TAPER LEGS	\$ 26.00	\$29.90
LA124		GALLS INC	LIFT CROTCH	\$ 10.40	\$11.96
LA125		GALLS INC	INSTALL 1 SAP POCKET (BILLY POCKET)	\$ 10.40	\$11.96
LA127		GALLS INC	INSTALL 2 SAP POCKETS ON SAME PANT (BILLY POCKET)	\$ 14.56	\$16.74
LA128	LA128 WO	GALLS INC	TAPER SIDES SHIRTS/JACKETS/BLAZERS	\$ 6.55	\$7.53
LA129		GALLS INC	TAPER SLEEVES ON SHORT SLEEVES	\$ 9.88	\$11.36
LA131		GALLS INC	SHORTEN SLEEVES	\$ 20.79	\$23.91
LA132		GALLS INC	IRON MILITARY CREASES	\$ 20.79	\$23.91
LA134		GALLS INC	SEWN MILITARY CREASES	\$ 8.74	\$10.05
LA137		GALLS INC	MAKE SHIRT SHORTER (CUT TAILS/SQUARE)	\$ 4.37	\$5.03
LA138		GALLS INC	Add Mic/ Ear Piece Holes	\$ 8.32	\$9.57
LA139		GALLS INC	INSTALL ELASTIC	\$ 4.68	\$5.38
LA150		GALLS INC	INSTALL RADIO/MIC TAB	\$ 3.64	\$4.19
LA151		GALLS INC	SEWING SERVICE - INSTALL PATCH TO GARMENT	\$ -	
LA152		GALLS INC	RANK STRIPE 1 ROW	\$ -	\$10.00
LA153		GALLS INC	RANK STRIPE 2 ROWS	\$ -	\$14.00
LA154		GALLS INC	RANK STRIPE 3 ROWS	\$ -	\$20.00
LA155		GALLS INC	RANK STRIPE 4 ROWS	\$ -	\$25.00
LA158		GALLS INC	RANK STRIPE 5 ROWS	\$ 26.00	\$29.90
LA194		GALLS INC	ADJUST SEAT IN TROUSERS	\$ 16.12	\$18.54
LA233		GALLS INC	SQUARING/ROUNDING SHIRT TAILS	\$ 7.28	\$8.37
LA240		GALLS INC	PANT PERMENANT CREASE	\$ 4.37	\$5.03
LA247		GALLS INC	BADGE & NAMETAG HOLES	\$ 11.44	\$13.16
LL1LNM	LL1LNM	GALLS INC	ADD STIRUPS TO PANTS	\$ 7.80	\$8.97
LL2LNM	LL2LNM	GALLS INC	1 LINE LEFT CHEST EMBROIDERY - GARMENTS/MONOGRAM	\$ 9.88	\$11.36
PEC01	PEC01	GALLS INC	2 LINE LEFT CHEST EMBROIDERY - GARMENTS/MONOGRAM	\$ 8.06	\$9.27
PEC02	PEC02	GALLS INC	1 LINE RIGHT CHEST EMBROIDERY	\$ 9.36	\$10.76
PEC03	PEC03	GALLS INC	2 LINE RIGHT CHEST EMBROIDERY	\$ 9.83	\$11.30
UB985	UB985 BLK	GALLS INC	3 LINE RIGHT CHEST EMBROIDERY	\$ 9.10	\$10.47
JA162	1221-J BLK LG LNG	GAME SPORTSWEAR	RETAIL ONLY IN HOUSE MADE NAMESTRIPS APPLIED	\$ 48.92	\$51.37
GL1103	86106 WHT LG	George Glove Company Inc	GAME SPORTSWEAR THE BRAVEST	\$ 5.19	\$5.45
GL1125	86462	George Glove Company Inc	SURE-GRIP COTTON WRIST 12IN GLOVE - PAIR	\$ 4.42	\$4.64
FT019	605114 BLK 10 M	HAIX NORTH AMERICA INC.	HONOR GUARD GLOVES COTTON	\$ 323.74	\$362.59
FT020	605113 BLK 10 M	HAIX NORTH AMERICA INC.	WOMENS AIRPOWER XR1	\$ 242.88	\$272.03

FW264	605109 BLK 10 M	HAIX NORTH AMERICA INC.	MENS 9" AIRPOWER XR1	\$ 370.69	\$415.17
FW265	605110 BLK 10 M	HAIX NORTH AMERICA INC.	MENS HAIX AIRPOWER R2 DUTY BOOT	\$ 370.69	\$415.17
FW551	300103 BLK 85 M	HAIX NORTH AMERICA INC.	WOMENS HAIX AIRPOWER R2 DUTY BOOT	\$ 194.01	\$217.29
FX599	605118 BLK 10 MD	HAIX NORTH AMERICA INC.	BLACK EAGLE TACTICAL 20 HIGH WP DUTY	\$ 364.99	\$408.79
FX600	605119 BLK 10 MD	HAIX NORTH AMERICA INC.	HAIX MENS 8" AIRPOWER XR2 BOOT	\$ 364.99	\$408.79
SP289	D/C 300004 BLK 11	HAIX NORTH AMERICA INC.	HAIX WMNS AIRPOWER XR2 BOOT	\$ 146.78	\$164.39
NP1584	CWBGL	Hamburger Woolen Co Inc	BLACK EAGLE ATHLETIC LOW II OXFORD	\$ 4.63	\$4.86
TR1092	TAC653 NY SM	Hanes Brands, Inc.	BELT-WEB- W/GOLD BUCKLE & TIP	\$ 12.09	\$12.69
TS680	5180 63 LG	Hanes Brands, Inc.	CHAMPION TACTICAL CLASSIC JERSEY SHORT W/ POCKET	\$ 13.49	\$14.16
GL406	1010977	HATCH/SAFARI LAN D LLC	HANES BEEFY S/S T-SHIRT	\$ 66.55	\$73.87
TP224	1010798	HATCH/SAFARI LAN D LLC	OPERATOR TACTICAL	\$ 23.10	\$25.64
CB1400	8384B	HERO'S PRIDE	HA02 KP250 CENTURION KNEE PADS	\$ 2.65	\$2.78
EG0080	8015B	HERO'S PRIDE	TIE TAC BLUE LINE	\$ 4.10	\$4.31
ZK420	3003 10 D	HONEYWELL FIRST RESPONDER PROD	TEXAS DEPT OF HEALTH LICENSED PARAME	\$ 379.14	\$398.10
NT163	NP-200 GLD	HOOK-FAST SPECIALTIES	MO42 3003 8IN PRO STATION BOOT	\$ 10.40	\$10.92
SR682	HS1165-RG-L	HORACE SMALL (WWOF)	NAME PLATE - 2-1/4 X 3/8	\$ 45.78	\$52.19
ZM149	HS1266-SS-L	HORACE SMALL (WWOF)	WOMENS NEW DIMENSION LS SHIRT	\$ 39.75	\$45.32
ZO743	HS1208-SS-145	HORACE SMALL (WWOF)	WOMENS NEW DIMENSION S/S SHIRT	\$ 39.75	\$45.32
ZR024	HS1112-19-38	HORACE SMALL (WWOF)	MENS NEW DIMENSION S/S SHIRT	\$ 55.37	\$63.12
NT1037	G682622	Johnson Plastics	MENS NEW DIMENSION L/S SHIRT	\$ 8.32	\$8.74
HA5500	W1710 BLK	KC Caps/Capco Sportswear	NAME PLATE GOLD CLUTCH BACK	\$ 4.83	\$5.07

HA692	2000BLACKS/MFI	KC Caps/Capco Sportswear	LONG KNIT 100% ACRYLIC BEANIE	\$ 6.40	\$6.72
HA694	KC3000BLACKL/XL	KC Caps/Capco Sportswear	CAP NU FIT REDI CURVE BILL CAPCO KC CA	\$ 6.66	\$6.99
HA696	W1700NAVYONESZ	KC Caps/Capco Sportswear	CAP NU-FIT COTTON TWILL FITTED CAPCO/KC CAPS	\$ 4.16	\$4.37
HA386	R-13 BLK 612 SFD	Keystone Uniform Cap Corp	SHORT KNIT 100% ACRYLIC BEANIE CAPCO/KC CAPS	\$ 82.04	\$86.14
HW774	L-1 BLK LG	Keystone Uniform Cap Corp	R-13 BASE ROUND TOP POLY SERGE CAP/88 BLK VISOR/BLK STRAP/SIL FD BUTTONS	\$ 82.16	\$86.27
JC875	505MBKBLACKLRE	LIBERTY UNIFORM MFG CO INC	8-PT SERVICE UNIFORM CAP W/ADJUSTABLE SIZING BAND	\$ 41.86	\$43.95
HW1959	BELL CAP BLK LG	Lighthouse Uniform Co.	BOMBER JACKET	\$ 79.82	\$83.81
JA1621	1800 BLK 33 SHT	Lighthouse Uniform Co.	LEWISVILLE FD BELL CAP	\$ 349.21	\$366.67
TR1562	1569BT 28 OB	Lighthouse Uniform Co.	JACKET MENS BLACK DOUBLE BREASTED	\$ 104.00	\$109.20
FW241	804-6379 10M	LION APPAREL INC	MENS 55 POLY/45 WOOL DRESS PANT	\$ 323.71	\$411.11
SR767	0527 MB-00 LG LN	LION APPAREL INC	9IN POWER EMS/WILDLAND BOOT	\$ 55.43	\$70.40
SR768	0227MB-00 LG LN	LION APPAREL INC	COTTON BRAVO S/S SHIRT	\$ 60.98	\$64.03
HA1455	5STAR BLKMESH BL	MIDWAY CAP COMPANY	COTTON BRAVO L/S SHIRT	\$ 51.48	\$54.05
HA158	5STAR BLK 612 GP	MIDWAY CAP COMPANY	5 STAR W/BLK MESH FRAME/GB22 GLD BULLION VIS/GLD P/GLD VELLUM STRP	\$ 51.48	\$54.05
HD355	112/114CONV NAV	MIDWAY CAP COMPANY	5 STAR 1 HOLE CAP W/ P BTNS	\$ 81.43	\$85.50
HW233	169	MIDWAY CAP COMPANY	CONVERTIBLE 112/114 BELL CROWN W/REMOVABLE BRAID	\$ 4.68	\$4.91
HW2452	COOL MAX	MIDWAY CAP COMPANY	CLEAR RAIN CAP COVER WITHOUT VISOR	\$ 7.61	\$7.99
HW2455	E-7 CAP BLK 612	MIDWAY CAP COMPANY	COOL MAX LINING IN CAP	\$ 51.48	\$54.05
HW2548	113 GM-19 FRISCO	MIDWAY CAP COMPANY	WISCONSIN PD 5STAR WOOL BLND SERGE/OPEN WOVN BRAID MESH/PATN VIS/BLK STRP	\$ 122.01	\$128.11
HW2919	191-OWF-GM48 W	MIDWAY CAP COMPANY	FRISCO FIRE BELL CHIEF CAP W/GLD EXP/GB-19 ARMY BULLION VISOR & GFD BTNS	\$ 92.29	\$96.90
HW3392	191-OWF-GM48 FF	MIDWAY CAP COMPANY	CAP W/MESH BAND/GLD EXP/BLK SHINY VISOR & GFD BTNS	\$ 92.43	\$97.05

HW668	113-EM48-GLD BLK	MIDWAY CAP COMPANY	SFFD ASST COMM CAP W/MESH BAND/GLD EXP/BLK SHINY VISOR & GFD BTNS	\$ 81.43	\$85.50
UN524	GNL-40	MIDWAY CAP COMPANY	112/113 BELL CROWN W/ BLK MOHAIR OR VELVET BAND & EXPANSION STRAP	\$ 12.29	\$12.90
UE181	1-029683634-1210	OGS TECHNOLOGIES INC	NYLON LACE STRAP	\$ 1.56	\$1.83
UE252	1-00190-2405-121	OGS TECHNOLOGIES INC	FD BUTTONS SOLD IN SINGLES	\$ 1.03	\$1.21
UN235	1 02968 2405 1090	OGS TECHNOLOGIES INC	HAT BUTTONS - P IN WREATH- W/ 2 WIRE PRONG BACK (SINGLES)	\$ 1.78	\$2.08
HA8010	PFX-120 BLACK L/X	Outdoor Cap	FD BUTTON WITH HAT PRONGS	\$ 8.79	\$9.23
HW1565	PFX-120VY L/XL	Outdoor Cap	OUTDOOR CAP FLEXFIT JERSEY MESH HAT	\$ 7.44	\$7.81
HW1961	PFX120	Outdoor Cap	FLEXFIT MESH BALL CAP NAVY	\$ 27.16	\$28.52
HW1963	PFX-450	Outdoor Cap	BB CAP NAVY 6 PANEL STRETCH W/LOGO	\$ 13.30	\$13.97
BA332	BTNB200000	POINT BLANK ENTERPRISES	CAP PROFLEX MID CROWN WOOL/SPANDEX	\$ 32.75	\$35.37
BF166	HL6B25CS0M BEB	POINT BLANK ENTERPRISES	BATON NYLON FOAM GRIP 1 INCH DIAMET	\$ 727.99	\$786.23
BG1473	BAGN00130D	POINT BLANK ENTERPRISES	LEVEL II BALLISTIC PACKAGE - 2 HILITE CARRIERS	\$ 72.79	\$78.61
BL096	V55AD1CS0M BLK	POINT BLANK ENTERPRISES	BAG - HELMET AND PLATE CARRIER	\$ 967.19	\$1,044.57
BL514	HL6N00BV0M BLK	POINT BLANK ENTERPRISES	POINT BLANK AXIIIA VISION 2 CARRIER	\$ 93.59	\$101.08
BL664	MC1N00ACTT	POINT BLANK ENTERPRISES	HI LITE PERFORMX GEN II CARRIER	\$ 67.59	\$73.00
BL688	HL6AXACS0M BLK	POINT BLANK ENTERPRISES	THORSHIELD SLEEVE ONLY	\$ 821.59	\$887.32
BL713	PC2KT1BV0J BKA C	POINT BLANK ENTERPRISES	HI LITE W/ AXII 2 CARRIERS	\$ 328.63	\$354.92
BL733	V55AXACS0M BLK	POINT BLANK ENTERPRISES	POINT BLANK ACTIVE SHOOTER KIT 2 555 STEEL PLATES	\$ 868.39	\$937.86
BL809	HL6AXABV0M BLK	POINT BLANK ENTERPRISES	AXII W/ 2 VISION CARRIER	\$ 733.19	\$791.85
BP1065	OD1M00BVOJ BLK	POINT BLANK ENTERPRISES	AXII W/ 1 HI LITE CARRIER	\$ 155.99	\$168.47
BP1154	OD2M00BVOJ BLK	POINT BLANK ENTERPRISES	OD-C STANDARD CARRIER	\$ 155.99	\$168.47
BP1344	PCP000BVOJ BLK	POINT BLANK ENTERPRISES	ODC MOLLE W/ PLATE POCKET	\$ 98.79	\$106.69
BP1603	OD8M00BVOJ BKA	POINT BLANK ENTERPRISES	ACTIVE SHOOTER STEEL PLATE CARRIER	\$ 207.99	\$224.63
BP1710	SPLT57SCSQ	POINT BLANK ENTERPRISES	PB ODC MAVERICK CARRIER	\$ 155.99	\$168.47
BY602	AE4ME2C20M BLK	POINT BLANK ENTERPRISES	PLATE - 555 STEEL LEVEL III+	\$ 928.20	\$1,002.46
BY632	HL6AXACS0M BLK	POINT BLANK ENTERPRISES	ELITE W/ 2 AXII ELITE CARRIER W/ NO THORSHIELD	\$ 821.59	\$887.32

TB301	HLM108KT00/HLM	POINT BLANK ENTERPRISES	AXII W/ HI-LITE 2 CARRIERS	\$ 102.44	\$110.64
TP608	HLMH104000 BLK	POINT BLANK ENTERPRISES	PTH IIIA HIGH CUT HELMET W/MSS SUSPENSION SYSTEM W/ HLMH FRNT MOUNT/ HLMH INTRLCK SIDE RAIL	\$ 374.39	\$404.34
BB017	PTHCK-12	Premier Emblem - HG	PARACLETE TACTICAL HELMET LEVEL IIIA	\$ 6.19	\$6.50
CB149	P8006	Premier Emblem - HG	BLK PEN STYLE HAND CUFF KEY	\$ 8.32	\$8.74
LP307	P5118	Premier Emblem - HG	METALIC CAP STRAP	\$ 5.15	\$5.41
UE065	P4917	Premier Emblem - HG	RIVER BELT	\$ 2.55	\$2.68
BD613	P304	PREMIER EMBLEMS	INDIVIDUAL NICKEL WHISTLE	\$ 5.41	\$5.68
BE082	E1076 N/A N/A	PREMIER EMBLEMS	SGT. CHEVRON 3/4" INSIGNIA - GOLD	\$ 2.08	\$2.18
BW468	E1079	PREMIER EMBLEMS	ELASTIC BAND BK WITH THIN	\$ 1.56	\$1.64
BW704	E1075	PREMIER EMBLEMS	BADGE BAND THIN LINE	\$ 1.82	\$1.91
BX095	P1300ALL	PREMIER EMBLEMS	RED/BLACK BADGE BAND	\$ 6.76	\$7.10
BX108	P1804ALL	PREMIER EMBLEMS	2ND LT BARS MINIATURE RANK INSIGNIA, GOLD CLUTCH BACK	\$ 8.58	\$9.01
BX161	P2902GALL	PREMIER EMBLEMS	3/4 THREE GOLD STARS (SMOOTH)ON BAR, CLUTCH BACK	\$ 5.15	\$5.41
BX179	P4207-G	PREMIER EMBLEMS	CHAPLAIN CROSSES-GOLD (PER PAIR)	\$ 4.63	\$4.86
BX181	P4732ALL	PREMIER EMBLEMS	FLAG RIBBON BAR	\$ 4.68	\$4.91
CB110	P4748	PREMIER EMBLEMS	LIFESAVING AWARD BAR GOLD W/ENAMEL AND ONE CROSS.	\$ 4.68	\$4.91
CB155	P302	PREMIER EMBLEMS	CERTIFICATE OF MERIT COMMENDATION B	\$ 4.92	\$5.17
CB158	P1800-BLK	PREMIER EMBLEMS	INSIGNIA CORPORAL 3/4	\$ 4.11	\$4.32
CB1681	F.F.D. 3/8 GOLD 3 L	PREMIER EMBLEMS	1 STAR 3/4	\$ 8.31	\$8.73
CX001	P2100	PREMIER EMBLEMS	F.F.D 3/8 LETTERS CLUTCH BACK COLLAR INSIGNIA PAIR	\$ 21.42	\$22.49
CX015	P1510	PREMIER EMBLEMS	1" CORRUGATED STARS WITH 3/8" POST	\$ 7.54	\$7.92
CX037	P1701 BLK	PREMIER EMBLEMS	7/16" SMOOTH STAR BARS W/CLUTCHBACK -PAIRS	\$ 4.47	\$4.69
CX420	P4743	PREMIER EMBLEMS	5/8" SMOOTH STAR BARS W/CLUTCHBACK -PAIRS	\$ 4.68	\$4.91
CX426	P4745---	PREMIER EMBLEMS	ADVANCED CERTIFICATION BAR	\$ 4.68	\$4.91

CX491	1/4G 3 LETTER	PREMIER EMBLEMS	INTERMEDIATE CERTIFICATION	\$ 8.89	\$9.33
CX498	P4744	PREMIER EMBLEMS	1/4 INCH CUSTOM CUT OUT THREE LETTER COLLAR BRASS	\$ 4.68	\$4.91
EC0893	APRE25687-13	PREMIER EMBLEMS	AC1002021866 FRISCO POLICE DEPT. EST. 1965 TX OFFICER SHOULDER PATCH ROY/BLK/GLD/GRY	\$ -	\$0.00
EF10638	APRE7011-12	PREMIER EMBLEMS	AC1002021864 FRISCO FIRE DEPT TX SHOULDER PATCH GLD/RED/BLU/WHT/GRY 3.5X4.5	\$ -	\$0.00
NT171	P10005	PREMIER EMBLEMS	SINGLE RUBBER CLUTCH BACK FOR NAMETAG	\$ 0.21	\$0.22
UB925	APRE25687-17 BLK	PREMIER EMBLEMS	ALBUQUERQUE POLICE HASHMARKS ROLL	\$ 1.25	\$1.31
UE001	518X	PREMIER EMBLEMS	SGT CHEVRONS W/MERROWED BORDER (PAIR)	\$ 2.29	\$2.40
UE029	E800	PREMIER EMBLEMS	4X11 POLICE BACK PATCH	\$ 5.72	\$6.01
UE075	P8002ALL	PREMIER EMBLEMS	METAL CAP STRAP, FLORAL	\$ 15.08	\$15.83
UE076	P8004 GLD	PREMIER EMBLEMS	SNAKE STYLE CAP STRAP	\$ 6.76	\$7.10
UE297	P4923	PREMIER EMBLEMS	WHISTLE GUARDS	\$ 2.55	\$2.68
UE799	M517	PREMIER EMBLEMS	HASH MARK (5) PREMIER TWILL	\$ 4.68	\$4.91
UN927	227	PREMIER EMBLEMS	SGT CHEVRONS 3 1/2" (PAIR)	\$ 2.29	\$2.40
UN928	221	PREMIER EMBLEMS	CLOTH SGT CHEVRONS	\$ 2.29	\$2.40
UN929	238	PREMIER EMBLEMS	CLOTH SGT CHEVRONS 3 1/2IN (PAIR)	\$ 2.29	\$2.40
UN932	327	PREMIER EMBLEMS	CORPORAL CHEVRON W/STITCHED BORDER PAIR	\$ 2.29	\$2.40
UX097	E1077 BLK GRY	PREMIER EMBLEMS	E1077 LOOP BRAID SHOULDER STRAPS	\$ 3.88	\$4.07
UX2300	E1275N	PREMIER EMBLEMS	TEXAS DEPT OF STATE HEALTH SVCS EMT	\$ 3.12	\$3.28
UX524	E1748N	PREMIER EMBLEMS	TX STATE DEPT OF HEALTH SERVICES PARAMEDIC SHOULDER EMBLEM	\$ 3.33	\$3.50
UX525	E1749AN	PREMIER EMBLEMS	TX STATE DEPT OF HEALTH SVCS LICENSED PARAMEDIC SHOULDER EMBLEM	\$ 3.64	\$3.82
UX527	E1752B	PREMIER EMBLEMS	TX STATE DEPT OF HEALTH SVCS EMER SVC TECH SHOULDER EMBLEM	\$ 3.12	\$3.28
UX929	E1077	PREMIER EMBLEMS	NEMO ME IMPUNE LACESSIT MOURNING BAND PURPLE/BLACK	\$ 2.84	\$2.98
UX930	E1077-1 BLK	PREMIER EMBLEMS	BLACK ELASTIC BADGE COVER	\$ 1.56	\$1.64

HW554	F550221BLK7 1/4	Propper International Sales	BATTLE RIPSTOP BOONIE 50N/50C	\$ 16.25	\$17.06
NY382	F561975001L	Propper International Sales	PROPPER TACTICAL BELT	\$ 11.97	\$12.57
SJ273	F53554C001L	Propper International Sales	PROPPER UNIFORM SHORT SLEEVE POLO	\$ 21.57	\$22.65
ST136	F534172001L	Propper International Sales	I.C.E. PERFORMANCE POLO	\$ 34.66	\$36.39
TU019	F52525000128X37	Propper International Sales	LIGHTWEIGHT TACTICAL TROUSERS	\$ 39.39	\$41.36
TU076	F5295500012	Propper International Sales	WOMENS LIGHTWEIGHT TACTICAL TROUSERS	\$ 39.39	\$41.36
ZK835	F520112001L3	Propper International Sales	POLYCOTT TWILL BDU 6PKT PANT	\$ 31.46	\$33.03
BF286	I-POL-LG-BLK-GLD	Protech Armor/Safariland LLC	POLICE ID PATCH	\$ 8.99	\$9.44
BP1658	PTA-BLK-MR02-3A	Protech Armor/Safariland LLC	LEVEL IIIA BALLISTIC GROIN PROTECTOR	\$ 183.15	\$192.31
BP1659	PTA-EGRN-MR02-3	Protech Armor/Safariland LLC	LEVEL IIIA BALLISTIC GROIN PROTECTOR ENHANCED	\$ 266.40	\$279.72
NP783	TP15 MULTCM	Protech Armor/Safariland LLC	SINGLE GRENADE POUCH	\$ 40.79	\$42.83
NP785	TP16 ATAC	Protech Armor/Safariland LLC	25 DISTRACTION DEVICE POUCH	\$ 28.58	\$30.01
NP791	TP19A-M-YK BLK	Protech Armor/Safariland LLC	4X8 VERTICAL UTILITY POUCH	\$ 40.43	\$42.45
NP793	TP20-M-YK	Protech Armor/Safariland LLC	MEDICAL POUCH	\$ 62.43	\$65.55
NP811	TP24	Protech Armor/Safariland LLC	MINI SIDE PLATE (MSP) POUCH, BLACK	\$ 42.04	\$44.14
NP931	1219669-LT21A BL	Protech Armor/Safariland LLC	UNIVERSAL RADIO POUCH	\$ 42.05	\$44.15
TE1808	1162698	Protech Armor/Safariland LLC	DELTA 4 FULL CUT W/ R2S	\$ 474.53	\$498.26
HA5500F		R5 - KC01 KC Caps/Capco	FRISCO FIRE EMBROIDERED LONG KNIT 100% ACRYLIC BEANIE GOLD	\$ 16.63	\$17.46
HA5500FW		R5 - KC01 KC Caps/Capco	FRISCO FIRE EMBROIDERED LONG KNIT 100	\$ 16.63	\$17.46
HB074	PTS40S-B-ML	RICHARDSON CAPS	DRYVE R-FLEX PERFORMANCE MICRO MESH CAP	\$ 12.75	\$13.39

HD253	112-BTTB-A	RICHARDSON CAPS	112 TWILL W/MESH BACK ADJUSTABLE PLASTIC SNAP BACKSTRAP	\$ 7.21	\$7.57
FW318	FQ00500-8 BLK 10	Rocky Brands Wholesale, LLC.	PROFESSIONAL DRESS HI-GLOSS UNISEX SIZE CHUKKA	\$ 78.88	\$82.82
FW663	FQ00510-8 BLK 10	Rocky Brands Wholesale, LLC.	MENS PRO CELL HI GLOSS OXFORD	\$ 92.02	\$96.62
SP077	RY008 BLK 10.0 M	Rocky Brands Wholesale, LLC.	MENS C4T 8IN TRAINING BOOT	\$ 80.81	\$84.85
SP262	FQ0002090 10 M	Rocky Brands Wholesale, LLC.	ROCKY LEATHER ZIPPER BOOT	\$ 144.12	\$151.33
SP420	FQ0002091 10 M	Rocky Brands Wholesale, LLC.	ROCKY ZIPPER TROOPER BOOT	\$ 109.20	\$114.66
SP476	FQ0004090 10 M	Rocky Brands Wholesale, LLC.	WOMENS ROCKY BOOT	\$ 144.12	\$151.33
SP529	FQ0002173 BLK 10	Rocky Brands Wholesale, LLC.	ROCKY ALPHA FORCE ZIP	\$ 88.76	\$93.20
SP644	FQ0006300 10 MW	Rocky Brands Wholesale, LLC.	ROCKY PULL ON WELLINGTON BOOTS	\$ 116.41	\$122.23
SP656	FQ0005101 10 M	Rocky Brands Wholesale, LLC.	ROCKY WOMENS TMC ATHLETIC	\$ 136.35	\$143.17
SP720	FQ0002095 BLK 10	Rocky Brands Wholesale, LLC.	ROCKY WP PARATROOPER ZIPPER BOOTS	\$ 164.07	\$172.27
TR1458	651AFM BLK LG	S & S Activewear	MEN'S 9IN INSEAM DRI-POWER MESH SHORTS WITH POCKETS	\$ 16.63	\$17.46
BP1660	PTA-A TAV BA-3A0	SAFARILAND, LLC.	BALLISTIC YOKE PROTECTOR (TAV SYSTEM)	\$ 495.00	\$549.45
LH325	6360-447-492-NH	SAFARILAND, LLC.	ALS/SLS LEVEL III MID RIDE DUTY HOLSTER W/ NO HOOD	\$ 153.99	\$170.93
LH463	94-42-2	SAFARILAND, LLC.	USCG 94 BUCKLELESS OUTER DUTY BELT	\$ 70.27	\$78.00
LP043	070-140-182	SAFARILAND, LLC.	070 SSIII SECURITY HOLSTER	\$ 139.69	\$155.06
LP070	94-22-4	SAFARILAND, LLC.	SAFARILANDS BUCKLELESS OUTER DUTY BELT	\$ 70.27	\$78.00
LP071	99-3-4	SAFARILAND, LLC.	Safariland's Buckleless Inner Trousers Belt	\$ 30.79	\$34.18
LP081	90-4B	SAFARILAND, LLC.	Safariland Standard Cuff Case with Snap	\$ 28.42	\$31.55
LP127	77-118-03B	SAFARILAND, LLC.	SAFARILAND #77 DOUBLE MAGAZINE HOLDER	\$ 36.86	\$40.91
LP130	38-4-4PBL	SAFARILAND, LLC.	SAFARILAND MKIII DEFENSE SPRAY CASE	\$ 28.42	\$31.55
LP177	290-4B	SAFARILAND, LLC.	DOUBLE CUFF CASE	\$ 36.29	\$40.28

LP203	33-4V	SAFARILAND, LLC.	GLOVE POUCH W/VELCRO	\$ 15.39	\$17.08
LP244	DUP 35-F21-23	SAFARILAND, LLC.	EXPANDABLE BATON HOLDER	\$ 28.42	\$31.55
LP257	38-3-4B	SAFARILAND, LLC.	38 CLOSED TOP PEPPER SPRAY HOLDER	\$ 28.42	\$31.55
LP415	6360-145-82	SAFARILAND, LLC.	6360 ALS DUTY HOLSTER LEVEL III RETENTION	\$ 171.59	\$190.46
LP481	307-9-4	SAFARILAND, LLC.	M26 AND X26 TASER CARTRIDGE CASE	\$ 25.29	\$28.07
LP655	6354-832-762	SAFARILAND, LLC.	ALS TACTICAL HOLSTER W/ LIGHT	\$ 186.99	\$207.56
LP779	75-118-4	SAFARILAND, LLC.	75 OPEN TOP DOUBLE MAG POUCH	\$ 21.99	\$24.41
LP791	6390-1462-562	SAFARILAND, LLC.	6390 ALS MID RIDE HOLSTER LVL I	\$ 120.99	\$134.30
LP929	090-1-18	SAFARILAND, LLC.	SA01 090-1 OPEN TOP HANDCUFF CASE F/ OVERSIZED HANDCUFF	\$ 21.99	\$24.41
LR214	7384-3832-412	SAFARILAND, LLC.	SAFARILAND 7TS 7384 A/S DROP LEG HOLSTER	\$ 186.99	\$207.56
LR217	7379-83-412	SAFARILAND, LLC.	SAFARILAND 7TS 7379 ALS BELT CLIP CONCEALMENT HOLSTER	\$ 54.99	\$61.04
NP564	1219669-LT10A BL	SAFARILAND, LLC.	TP10 DOUBLE SIDE ARM MAG POUCH	\$ 36.39	\$40.39
NP795L	TP22-M-YKLAPDBL	SAFARILAND, LLC.	HYDRATION POUCH Q20131960	\$ 29.74	\$33.01
NY168	TP19-M-YG	SAFARILAND, LLC.	PTA-TP8 X 8 UTILITY POUCH	\$ 45.53	\$50.54
ZA199	306-1-4	SAFARILAND, LLC.	POLY STINGER FLASHLIGHT CARRIER	\$ 21.45	\$23.81
ZA556	87V-28-8B	SAFARILAND, LLC.	87V HOOK LINED DUTY BELT - 2.25IN	\$ 70.95	\$78.75
ZB014	090-03	SAFARILAND, LLC.	SA01 FORMED OPEN TOP CUFF CASE	\$ 25.29	\$28.07
ZC224	190-4PBL	SAFARILAND, LLC.	MODEL 190 HANDCUFF POUCH FOR CHAIN CUFFS	\$ 36.63	\$40.66
ZD312	38-2-9HS	SAFARILAND, LLC.	SA01 38 MACE HOLDER W/ HIDDEN SNAP	\$ 28.42	\$31.55
ZK688	763-4	SAFARILAND, LLC.	SAFARILAND UNIVERSAL RADIO HOLDER, NYLON LOOK	\$ 28.69	\$31.85
ZR894	B-602B	SAFARILAND, LLC.	SA01 REPLACEMENT BELT BUCKLE FOR SAM BROWNE BELT	\$ 13.21	\$14.66
ZW048	OLD=6360-2192-82	SAFARILAND, LLC.	6360 ALS/SLS LEVEL III MID RIDE DUTY HOL	\$ 169.39	\$188.02
ZY051	6304-832-762	SAFARILAND, LLC.	6304 ALS TACTICAL HOLSTER	\$ 186.99	\$207.56
UA033	90156-BLK	SAMUEL BROOME UNIFORM ACCESSOR	POLY CROSSOVER TIE W/ COVERED SNAP	\$ 6.09	\$6.39

UA109	45135 BLK	SAMUEL BROOME UNIFORM ACCESSOR	3 X 57 IN POLY/WOOL 4 IN HAND TIE W/ BUTTONHOLE	\$ 4.99	\$5.24
UA1893	10078 MILLIKEN 19	SAMUEL BROOME UNIFORM ACCESSOR	MOBILE FIRE CUSTOM TIE-3"X57" NECKTIE	\$ 6.24	\$6.55
UA444	90072 BLK REG	SAMUEL BROOME UNIFORM ACCESSOR	3 X 57 INCH POLY 4-HAND TIE	\$ 6.24	\$6.55
UA495	90129 BLK	SAMUEL BROOME UNIFORM ACCESSOR	3IN POLYESTER VELCRO TIE W/BUTTONHOLE	\$ 6.09	\$6.39
UA521	45045 BLK	SAMUEL BROOME UNIFORM ACCESSOR	3IN CLIP-ON POLY/WOOL TIE W/BUTTON HOLES	\$ 4.94	\$5.19
UA692	45122 BLK	SAMUEL BROOME UNIFORM ACCESSOR	3IN POLY/WOOL VELCRO TIE W/BH	\$ 7.38	\$7.75
UA992	45050 BLACK	SAMUEL BROOME UNIFORM ACCESSOR	3.5IN POLY/WOOL CLIP-ON TIE W/ BUTTON HOLE	\$ 5.04	\$5.29
UE127	45155 BLK	SAMUEL BROOME UNIFORM ACCESSOR	3 X 61 IN POLY/WOOL 4-IN-HAND TIE W/ BUTTONHOLE	\$ 4.99	\$5.24
UE145	SO271FWA1ALL	SAMUEL BROOME UNIFORM ACCESSOR	CLIP-ON BILLINGS STRIPE TIE (CUSTOM 36PC MIN)	\$ 16.63	\$17.46
UE631	90099 BLK 61N	SAMUEL BROOME UNIFORM ACCESSOR	3.5 X 57 IN POLY 4 IN HAND TIE W/ BUTTONHOLES	\$ 6.24	\$6.55
UN102	45120 BLK	SAMUEL BROOME UNIFORM ACCESSOR	3.5IN POLY/WOOL VELCRO TIE W/ BUTTONHOLE	\$ 7.28	\$7.64
BG663	BG99 NAV/GRY OS	Sanmar Corp.	PORT & CO COLORBLOCK SPORT DUFFEL	\$ 22.28	\$23.39
SH1205	CS418 BLK L	Sanmar Corp.	CORNERSTONE SELECT LIGHTWEIGHT SNAG PROOF POLO	\$ 51.43	\$54.00
SH545	L562 BLK L	Sanmar Corp.	LADIES SILK TOUCH 3/4 SLEEVE POLO	\$ 19.53	\$20.51
SR063	ST350LS ATOMIC B	Sanmar Corp.	SPORT-TEK LONG SLEEVE COMPETITOR TEE	\$ 8.86	\$9.30
ST037	CS410LS BLK L	Sanmar Corp.	MENS CORNERSTONE SELECT SNAG-PROOF TACTICAL L/S POLO	\$ 33.72	\$35.41
ST057	ST350 ATOMIC BLU	Sanmar Corp.	SPORT-TEK S/S COMPETITOR TEE	\$ 7.10	\$7.46

ST061	437M ASH L	Sanmar Corp.	JERZEES 50/50 S/S POLO SHIRT W/ SPOTSHIELD	\$ 10.95	\$11.50
ST082	18500 ANTIQUE CH	Sanmar Corp.	GILDAN HOODED SWEATSHIRT	\$ 18.59	\$19.52
ST111	K500 BANANA L	Sanmar Corp.	PORT AUTHORITY SILK TOUCH S/S SPORT SHIRT	\$ 13.31	\$13.98
ST147	TLCS410 BLK LT	Sanmar Corp.	MENS CORNERSTONE SELECT SNAG- PROOF TACTICAL S/S POLO	\$ 30.49	\$32.01
ST148	CS411 BLK L	Sanmar Corp.	LADIES CORNERSTONE SELECT SNAG- PROOF TACTICAL S/S POLO	\$ 30.49	\$32.01
ST149	L500 BANANA L	Sanmar Corp.	PORT AUTHORITY LADIES SILK TOUCH S/S SPORT SHIRT	\$ 13.31	\$13.98
ST150	L500LS BLK L	Sanmar Corp.	PORT AUTHORITY LADIES SILK TOUCH L/S SPORT SHIRT	\$ 19.50	\$20.48
ST233	LST650 BLK L	Sanmar Corp.	LADIES MICRO PIQUE SPORT WICK SPORT SHIRT	\$ 19.50	\$20.48
ST243	L525 BLK L	Sanmar Corp.	LADIES DRY ZONE OTTOMAN SPORT SHIRT	\$ 21.29	\$22.35
ST268	F260 BLK L	Sanmar Corp.	HANES CREW NECK SWEAT SHIRT	\$ 22.28	\$23.39
ST269	F170 ASH L	Sanmar Corp.	HANES PULLOVER HOOD SWEATSHIRT	\$ 19.64	\$20.62
ST279	TST650 BLK LT	Sanmar Corp.	SPORT-TEK MICROPIQUE SPORT-WICK POLO	\$ 19.50	\$20.48
ST282	ST657 BLK L	Sanmar Corp.	SPORT TEK LONG SLEEVE MICROPIQUE SPORT WICK POLO	\$ 23.10	\$24.26
ST288	ST257 BLK L	Sanmar Corp.	SPORT-TEK MENS COTTON/POLY OPEN BOTTOM SWEATPANT	\$ 28.14	\$29.55
ST289	12300 BLK L	Sanmar Corp.	GILDAN DRY BLEND OPEN HEM SWEATPANTS W/POCKETS	\$ 18.77	\$19.71
ST291	ST310 BLK L	Sanmar Corp.	SPORT-TEK JERSEY KNIT SHORT W/POCKETS	\$ 16.41	\$17.23
SW069	L540 BLK L	Sanmar Corp.	PORT AUTHORITY LADIES SILK TOUCH PERFORMANCE POLO	\$ 12.43	\$13.05
SW636	2000 BLK S	Sanmar Corp.	LACITY FIRE 100PCT COTTON TEE	\$ 6.00	\$6.30
TS038	DUPE 5280 BLK L	Sanmar Corp.	HANES COMFORT SOFT HVYWGHT COTTON S/S TEE	\$ 6.74	\$7.08
TS207	LST350 BLK L	Sanmar Corp.	Sport-Tek Ladies PosiCharge Competitor Tee	\$ 7.10	\$7.46
TS306	2410 BLK L	Sanmar Corp.	GILDAN ULTRA COTTON L/SLEEVE TSHIRT WITH POCKET	\$ 14.07	\$14.77
TS530	5180 ASH L	Sanmar Corp.	HANES BEEFY S/S POCKETLESS T-SHIRT	\$ 12.21	\$12.82
TS531	5186 ASH L	Sanmar Corp.	HANES BEEFY L/S T-SHIRTS	\$ 14.08	\$14.78
TS668	5190 ASH L	Sanmar Corp.	HANES BEEFY COTTON T-SHIRT W/POCKET	\$ 14.01	\$14.71
TS676	PC61 ATHLETIC HT	Sanmar Corp.	PORT & CO MENS ESSENTIAL S/S T-SHIRT	\$ 13.49	\$14.16

TS691	2300 ASH L	Sanmar Corp.	GILDAN COTTON T SHIRT WITH POCKET	\$ 9.38	\$9.85
TS774	K468 NAV S	Sanmar Corp.	SPORT-TEK DRI-MESH S/S T-SHIRT	\$ 18.77	\$19.71
TS790	DC 5186 BLK 2X	Sanmar Corp.	T-SHIRT L/S HANES BEEFY-T	\$ 12.10	\$12.71
TZ211	42000 BLK L	Sanmar Corp.	GILDAN PERFORMANCE T-SHIRT	\$ 6.05	\$6.35
HA8010E	HA8010 NAV GLD L	Shadowfax Graphics	FRISCO FIRE EMBROIDERED FLEXFIT JERSEY MESH BALLCAP	\$ 21.27	\$22.33
HD166A	HD166 NAV FRISCO	Shadowfax Graphics	FRISCO FIRE DEPT KNIT SKULL CAP W/EMBROIDERED LOGO	\$ 29.82	\$31.31
HD253F	112 NAV/NAV FRIS	Shadowfax Graphics	FRISCO FD TWILL W/MESH BACK ADJUSTABLE PLASTIC SNAP BACKSTRAP W/ OUTLINED LOGO	\$ 11.09	\$11.64
HT4144	HT4144 WHT	Shadowfax Graphics	FRISCO FIRE PROBATIONARY FF LOGO (FRONT)	\$ -	
HT4145	HT4145 WHT	Shadowfax Graphics	FRISCO FIRE PROBATIONARY FF LOGO (BACK)	\$ -	
HT4146	HT4146 WHT	Shadowfax Graphics	FRISCO FIRE PROBATIONARY FF (FRONT)	\$ -	
SR044A	SR044 DKNV W/ IC	Shadowfax Graphics	SAGINAW FIRE L/S POLO SHIRT-B-DRY W/ IC	\$ 60.29	\$63.30
ST288F	ST288 NAV GLD LG	Shadowfax Graphics	FRISCO FIRE SCREENPRINTED COTTON/POLY OPEN BOTTOM SWEATPANTS	\$ 26.60	\$27.93
ST291W	ST291 NAV GLD LG	Shadowfax Graphics	FRISCO FIRE JERSEY KNIT SCREENPRINTED PT SHORTS	\$ 17.73	\$18.62
ST464A	ST464 DKNV W/ IC	Shadowfax Graphics	SAGINAW FIRE KNIT POLO SHIRT W/ IC72D	\$ 54.33	\$57.05
TS015F	TS015 LSTL LG GLD	Shadowfax Graphics	FRISCO FIRE HANES L/S SCREENPRINTED TEE W/PKT	\$ 15.03	\$15.78
TS2262	TS587 EST 201396	Shadowfax Graphics	FRISCO FIRE DEPT PROFESSIONAL S/S T-SHI	\$ 28.35	\$29.77
TS2263	TS585 EST 201396	Shadowfax Graphics	FRISCO FIRE DEPT PROFESSIONAL L/S T-SHI	\$ 34.15	\$35.86
TS306F	TS306 NAV LG GLD	Shadowfax Graphics	FRISCO FIRE ULTRA COTTON 100% CTN L/S SCREENPRINTED TEE W/POCKET	\$ 16.85	\$17.69
TS668F	TS668-FRISCO FIRE	Shadowfax Graphics	FRISCO FIRE S/S BEEFY TEE SCREENPRINTED W/PKT	\$ 16.07	\$16.87
TS691F	TS691 NAV LG GLD	Shadowfax Graphics	FRISCO FIRE S/S SCREENPRINTED COTTON TEE W/POCKET	\$ 12.01	\$12.61
BC366	S511 CD	SMITH & WARREN CO	S511 EAGLE FIRE SHIELD BADGE	\$ 158.46	\$171.14
BC947	M263 CD	SMITH & WARREN CO	M263 BADGE	\$ 102.59	\$110.80
BW825	S654 CD	SMITH & WARREN CO	S654 EAGLE TOP BADGE	\$ 50.16	\$54.17
CB074	C501S 3 GP	SMITH & WARREN CO	3/8IN 3 LETTER CUSTOM COLLAR BRASS PAIR	\$ 21.88	\$23.63

NT083	C558 GP	SMITH & WARREN CO	C558 NAMEPLATE 2 3/4 X 5/8	\$ 18.23	\$19.69
SZ2064	S154A CD	SMITH & WARREN CO	S154A BADGE	\$ 77.77	\$83.99
RS021	350103	Smith & Wesson Corp.	SMITH WESSON NICKEL CUFFS NO ENGRAVING	\$ 25.22	\$27.24
JX680	ONY673W RED/DK	SOUND UNIFORM GROUP LLC	NT STYLE ZIP SLEEVE W/P COLOR BLOCK JACKET	\$ 291.19	\$305.75
TR044	OCP588 BLK LG LN	SOUND UNIFORM GROUP LLC	OLYMPIC CYCLING PANTS	\$ 151.01	\$158.56
UA025S	A 1IN WEBB TAPE-	SPUR NAME TAPES	SINGLE 1" NAMESTRIP - APPLIED IN HOUSE	\$ -	\$5.00
HW149	F-40 BLK 612 LO-1	STRATTON HATS, INC.	FELT CAMPAIGN HAT STANDARD W/ ONE BADGE EYELET	\$ 143.34	\$150.51
FH009	75933	Streamlight	LED SAFETY WAND	\$ 5.78	\$6.42
FH308	69260	Streamlight	TLR-1 HL GUN MOUNT	\$ 151.79	\$168.49
FH459	69223	Streamlight	STREAMLIGHT CR2 3V LITHIUM BATTERY, 2 PACK	\$ 9.35	\$10.38
FH480	74750	Streamlight	STRION LED HL - LIGHT ONLY	\$ 93.37	\$103.64
FL098	22511	Streamlight	Color Wands for Streamlight Flashlights	\$ 6.60	\$7.33
FL308	75662	Streamlight	STINGER CLASSIC LED 120V (NICD)	\$ 138.59	\$153.83
FL571	69110	Streamlight	TLR-1 TACTICAL GUN MOUNTED LIGHT	\$ 124.29	\$137.96
FL583	20175	Streamlight	SL20X-LED REPLACEMENT BATTERY	\$ 47.78	\$53.04
FL622	75711	Streamlight	STINGER LED STANDARD CHARGE	\$ 115.49	\$128.19
FL652	75811	Streamlight	STINGER DS LED STANDARD CHARGE	\$ 148.49	\$164.82
FL858	74303	Streamlight	STRION LED FLASHLIGHT	\$ 118.79	\$131.86
ZB924	25170	Streamlight	ST01 25170 REPL BATTERY FOR SL20XP	\$ 47.37	\$52.58
ZV996	74903	Streamlight	ST01 STRION SAFETY WAND	\$ 6.60	\$7.33
BC1562	77560	STRONG LEATHER INC	SIDE OPEN BADGE CASE W/CHALLENGE	\$ 21.42	\$22.49
BC257	77400 DIE CUT	STRONG LEATHER INC	77400 DIE CUT PAD STYLE BADGE CASE	\$ 15.08	\$15.83
BC703	807X0 BLK	STRONG LEATHER INC	RECESSED DBL CLIP-ON HOLDER VELCRO NO CHAIN	\$ 130.81	\$137.35
BC713	807X7 BLK-CSTM	STRONG LEATHER INC	RECESSED DBL THICK CLIP-ON BADGE HOLDER W/CHAIN	\$ 20.38	\$21.40
BC860	72700-1552	STRONG LEATHER INC	NOTE PAD FOR 1 3/4IN COIN	\$ 18.36	\$19.28
TR047	7011B28	TACT SQUAD GROUP, INC.	EMT/POLICE UTILITY TROUSERS	\$ 38.35	\$40.27

TR608	TR608 DKGY 28 OB	TALENT CREATION	SECURITAS MALE POLY/WOOL TROUSERS	\$ 374.39	\$393.11
JA551	4461Z BLK LG LNG	TAYLOR'S LEATHERWEAR	INDIANAPOLIS STYLE LEATHER POLICE JKT W/ ZIP-OUT THINSULATE LINER	\$ 363.99	\$382.19
JC376	DPD69Z BLK LG LN	TAYLOR'S LEATHERWEAR	DETROIT STYLE LEATHER COAT	\$ 389.59	\$409.07
JA146	6800 IMPBLU/NVY	TRI-MOUNTAIN	TRI MOUNTAIN BACK COUNTRY HEAVYWEIGHT JACKET	\$ 32.23	\$33.84
FT1224	3021036-001 10	UNDER ARMOUR	UA VALSETZ RTS 1.5 ZIP	\$ 110.86	\$116.40
HD077	1257995 001	UNDER ARMOUR	UA TAC HG HOOD	\$ 19.97	\$20.97
SJ079	1279759-001-LG	UNDER ARMOUR	UA TAC PERFORMANCE SHORT SLEEVE POLO	\$ 39.94	\$41.94
TS862	1248196 001 LG	UNDER ARMOUR	UA TAC TECH L/S T-SHIRT	\$ 23.92	\$25.12
UA707	1005684-001 LG	UNDER ARMOUR	UNDER ARMOUR TECH T-SHIRT	\$ 19.97	\$20.97
UA961	1216007-001 LG	UNDER ARMOUR	UA HEATGEAR TACTICAL COMPRESSION S/S T-SHIRT	\$ 19.97	\$20.97
ZX156	UM10315FG-28X2	UNITED UNIFORM MANUFACTURING	BREECHES LAPD POLY/WOOL UNITED UNIFORM MFG. BREECHES	\$ 221.99	\$233.09
BC061	B1496 GP	V H BLACKINTON CO. INC.	B1496 BADGE	\$ 90.20	\$108.24
BC138	B1794 GP	V H BLACKINTON CO. INC.	B1794 BADGE	\$ 138.36	\$166.03
BC161	B544 GP	V H BLACKINTON CO. INC.	B544 SM SHIELD BADGE	\$ 53.93	\$64.72
BD849	A2869-CO KK	V H BLACKINTON CO. INC.	3 CUTOUT BUGLES W/RING- 1-1/4 DIAMETER	\$ 41.04	\$49.25
BX060	J2-S GX	V H BLACKINTON CO. INC.	J2-S NAMEBAR W/FC SEAL - 3 x 5/8 INCH	\$ 16.06	\$19.27
BZ2086	B487 GP	V H BLACKINTON CO. INC.	B487 BADGE	\$ 92.63	\$111.16
CB004	A1141 GP	V H BLACKINTON CO. INC.	A1141 LIEUTENANT RANK INSIGNIA 3/8 x 1IN - PAIRS	\$ 17.16	\$20.59
CB044	J62 GO	V H BLACKINTON CO. INC.	Blackinton Large Lieutenant Bars - PAIR	\$ 5.54	\$6.65
CB046	J64 GO	V H BLACKINTON CO. INC.	Blackinton Large Captain Bars - PAIR	\$ 5.54	\$6.65
CB050	J61 AB	V H BLACKINTON CO. INC.	Blackinton Small Lieutenant Bars - PAIR	\$ 5.54	\$6.65

CB052	J63 GO	V H BLACKINTON CO. INC.	Blackinton Small Captain Bars - PAIR	\$ 5.54	\$6.65
CB188	A2908 GP	V H BLACKINTON CO. INC.	A2908 TWO CROSSED BUGLE COLLAR BRASS	\$ 21.11	\$25.33
CB191	A2907 GP	V H BLACKINTON CO. INC.	A2907 THREE CROSSED BUGLES CUT OUT COLLAR BRASS	\$ 19.80	\$23.76
CB192	A2906 GP	V H BLACKINTON CO. INC.	A2906 4 CROSSED BUGLES CUT OUT COLLAR BRASS	\$ 21.11	\$25.33
CB197	A2872 GP	V H BLACKINTON CO. INC.	A2872 FOUR CROSSED HORNS W/RAYS INSIGNIA - MIN 2	\$ 12.90	\$15.48
CB311	VHB2-1 GP	V H BLACKINTON CO. INC.	HAND ASSEMBLED LETTER/NUMBER COMBO INSIGNIA -PAIR	\$ 34.23	\$41.08
CB412	A9173 GP	V H BLACKINTON CO. INC.	A9173 11/16IN PLAIN HORN COLLAR BRASS	\$ 17.75	\$21.30
CB434	A7291 GP	V H BLACKINTON CO. INC.	A7291 FOUR CROSSED BUGLE INSIGNIA	\$ 18.33	\$22.00
CB845	A2861 GP	V H BLACKINTON CO. INC.	A2861 THREE CROSSED BUGLE INSIGNIA	\$ 16.41	\$19.69
CB859	A2866 GP	V H BLACKINTON CO. INC.	A2866 TWO PARALLEL BUGLE PLN INSIGNIA	\$ 16.41	\$19.69
CB939	A2860 GP	V H BLACKINTON CO. INC.	A2860 CHIEF HAT BADGE W/FIVE CROSSED HORNS	\$ 16.41	\$19.69
NT009	J6 GX 2000	V H BLACKINTON CO. INC.	J6 SERVING SINCE BAR	\$ 14.27	\$17.12
NT095	J1 GX BRSH CB	V H BLACKINTON CO. INC.	BLACKINTON NAMETAG 1/2IN X 2 1/2IN ONE LINE	\$ 10.56	\$12.67
NT105	J5-S GX	V H BLACKINTON CO. INC.	J5-S NAME BAR 2 1/4 X1/2IN W/SEAL	\$ 11.66	\$13.99
ZA2046	A2876 GP	V H BLACKINTON CO. INC.	A2876 ONE HORN INSIGNIA -MIN ORDER 2	\$ 17.75	\$21.30
ZA2047	A2873 GP	V H BLACKINTON CO. INC.	A2873 THREE CROSSED BUGLE INSIGNIA	\$ 18.33	\$22.00
ZA2056	A2901 GP	V H BLACKINTON CO. INC.	A2901 FIVE HORN INSIGNIA	\$ 18.33	\$22.00
ZA2242	A2874 GP	V H BLACKINTON CO. INC.	A2874 TWO CROSSED HORN COLLAR INSIGNIA	\$ 12.90	\$15.48
ZA2450	A2875 GP	V H BLACKINTON CO. INC.	A2875 TWO PARALLEL BUGLES 15/16IN COLLAR INSIGNIA	\$ 14.04	\$16.85

ZA2682	A2886 GP	V H BLACKINTON CO. INC.	A2886 FIRE SCRAMBLE SEAL FOR INSIGNIA - 2 PC MIN	\$ 12.90	\$15.48
ZA2760	A2909 GP	V H BLACKINTON CO. INC.	A2909 ONE BUGLE COLLAR PIN EACH	\$ 17.75	\$21.30
ZA3214	A2871 GP	V H BLACKINTON CO. INC.	A2871 FIVE HORN INSIGNIA	\$ 18.33	\$22.00
ZA3231	J5 GX	V H BLACKINTON CO. INC.	J5 SERIES NAME BAR	\$ 11.14	\$13.37
ZA3368	A4280 GP	V H BLACKINTON CO. INC.	A4280 FOUR HORN CENTER 15/16 INSIGNIA	\$ 15.29	\$18.35
ZA3800	A2909-2 GP	V H BLACKINTON CO. INC.	A2909-2 TWO UPRIGHT HORNS COLLAR INSIGNIA -MIN 2PC	\$ 28.05	\$33.66
ZA3842	A2905 GP	V H BLACKINTON CO. INC.	A2905 FIVE CROSSED BUGLES CUT OUT COLLAR INSIGNIA	\$ 21.11	\$25.33
TR1113	F1 VTX1200 BK 28	Vertx	FUSION LT STRETCH TACTICAL PANT	\$ 93.28	\$97.94
LP427	410002BK-L	Vista Outdoor Sales, LLC	CQC SERPA LOCKING HOLSTER	\$ 49.09	\$51.54
LP607	44H015BW-L	Vista Outdoor Sales, LLC	SERPA DUTY HOLSTER FOR TASER X26	\$ 57.04	\$59.89
LP616	413500BK-L	Vista Outdoor Sales, LLC	SERPA LEVEL 2 SPORTSTER HOLSTER	\$ 27.49	\$28.86
LP742	44A000BW	Vista Outdoor Sales, LLC	DOUBLE MAG POUCH - SINGLE ROW	\$ 44.56	\$46.79
NP562	44A000BK	Vista Outdoor Sales, LLC	DOUBLE MAG POUCH	\$ 26.39	\$27.71
TE325	38CL63BK	Vista Outdoor Sales, LLC	SERPA S.T.R.I.K.E. PLATFORM	\$ 15.79	\$16.58
ZY317	333005BK	Vista Outdoor Sales, LLC	LIGHTWEIGHT BALACLAVA W/NOMEX	\$ 14.29	\$15.00
FX732	RB8605 BLK 10M	WARSON GROUP, INC.	REEBOK MENS 6IN SUBLITE CUSHION TACTICAL BOOT	\$ 99.44	\$108.39
FX734	RB8806 BLK 10M	WARSON GROUP, INC.	REEBOK MENS 8IN SUBLITE CUSHION TACTICALSIDE ZIP WP BOOT	\$ 116.01	\$126.45
FW515	831-6031 100 M	WEINBRENNER SHOE COMPANY, INC.	POROMERIC ACADEMY OXFORD	\$ 79.92	\$83.92

FW594	834-6888 100 M	WEINBRENNER SHOE COMPANY, INC.	THOROGOOD SIDE ZIP JUMP BOOT	\$ 140.80	\$147.84
SP143	534-6908 10M	WEINBRENNER SHOE COMPANY, INC.	SHOES OXFORD STYLE WOMENS	\$ 153.49	\$161.16
SP887	834-6218 10M	WEINBRENNER SHOE COMPANY, INC.	DEUCE 6" WATERPROOF SIDE ZIP QUARTER BOOT	\$ 117.96	\$123.86
GL501	G230LA	WILEY X, INC.	CAG-1 COMBAT GLOVE	\$ 102.34	\$107.46
EW159	SF61-G15-TT	Wolf Peak International Inc	EDGE EYEWEAR FALCON THIN TEMPLE GLASSES - BLK FRAME	\$ 33.23	\$34.89
EW162	SBR61-G15	Wolf Peak International Inc	EDGE EYEWEAR BLADE RUNNER GLASSES	\$ 34.33	\$36.05
EW345	TSRG216	Wolf Peak International Inc	EDGE RECLUS EYEWEAR	\$ 33.23	\$34.89
EW538	SF61-G15	Wolf Peak International Inc	FALCON TACTICAL EYEWEAR BLACK FRAMES	\$ 34.33	\$36.05
UA1928	1180 BLK 14	WOLFMARK NECKWEAR CORP	TIE MENS CLIP-ON TROP POPLIN	\$ 4.15	\$4.36
UX644	001180-420	WOLFMARK NECKWEAR CORP	WOLFMARK ZIPPER TIE	\$ 5.19	\$5.45
SR606	FSF3NV-LG-00	Workrite (WWOF)	WOMEN'S FIREFIGHTER S/S SHIRT 4.5 OZ/YD2 NOMEX IIIA	\$ 114.38	\$133.82
ST998	FT20HG-LG-00	Workrite (WWOF)	WORKRITE TECASAFE L/S POLO	\$ 113.15	\$132.39
SW071	FT10HG-LG-00	Workrite (WWOF)	TECASAFE S/S POLO	\$ 97.44	\$114.00
TU481	FP51BK-02-35U	Workrite (WWOF)	401NX75 WOMENS NOMEX IIIA FIREFIGHTER PANT	\$ 136.64	\$159.87
ZA2330	FSF0BK-34-0R	Workrite (WWOF)	MENS CLASSIC L/S NOMEX IIIA FIREFIGHTER SHIRT	\$ 140.07	\$163.88
ZS778	FP50BK-29-37U	Workrite (WWOF)	400NX75 NOMEX IIIA FIREFIGHTER PANT- REG A-CUT REG CUT 400	\$ 136.64	\$159.87
ZS781	FSF2BK-32-00	Workrite (WWOF)	S/S FIREFIGHTER SHIRT NOMEX IIIA	\$ 114.99	\$134.54
ZS796	FP52BK-28-37U	Workrite (WWOF)	WORKRITE NOMEX IIIA INDUSTRIAL PANT FULLER CUT 402	\$ 140.35	\$164.21
ZV752	FSC2BK-32-00	Workrite (WWOF)	CHIEF S/S SHIRT - NOMEX IIIA	\$ 238.95	\$279.57
ZW020	FSC0BK-38-0R	Workrite (WWOF)	WORKRITE NOMEX IIIA L/S CHIEF SHIRT	\$ 137.25	\$160.58
ZW173	FP70BK-LG-37U	Workrite (WWOF)	475NX 7.5 OZ NOMEX IIIA RESCUE PANT	\$ 183.00	\$214.11



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: MES Air-Pak X3 SCBA

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of 13 Air-Pak X3 Pro SCBA's from Municipal Emergency Services through the National Purchasing Partners (NPP) program.

Description of Agenda Item:

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

In June 2005, the Town of Prosper entered an Interlocal Participation Agreement, which authorized the Town's participation in the Texas Local Government Purchasing Cooperation National Purchasing Partners (NPP) program for the purchasing of goods and services through the cooperative's online purchasing system. Being a part of this program allows the Town to purchase the SCBA's while also meeting all competitive bid requirements.

Budget Impact:

The total expenditure for this purchase is \$115,635.00. This expenditure was approved in the FY24 budget approved by the Town Council and will be funded from Account No. 100-6140-30-01.

Attached Documents:

1. MES Quote

Town Staff Recommendation:

Staff recommends approving the purchase of 13 Air-Pak X3 Pro SCBA's from Municipal Emergency Services through the National Purchasing Partners (NPP) program.

Proposed Motion:

I move to approve the purchase of 13 Air-Pak X3 Pro SCBA's from Municipal Emergency Services through the National Purchasing Partners (NPP) program.



(877) 637-3473

Quote

Item 8.

Quote # QT1740669
Date 10/02/2023
Expires 11/03/2023
Sales Rep Cousins, Grant
Shipping Method FedEx Ground
Customer Town of Prosper (TX)
Customer # C32429

Bill To

Town of Prosper
 P.O. BOX 307
 PROSPER TX 75078
 United States

Ship To

Chris Hall
 PROSPER FIRE DEPARTMENT
 1500 East 1st Street
 Prosper TX 75078
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8814025301A03			Air-Pak X3 Pro SCBA (2018 Edition) with CGA, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, Yes (with UEBS Pouch), SEMS II Pro, No Case, 1 SCBA Per Box	13	\$8,895.00	\$115,635.00

Chris Hall
 972.347.2424
 chall@prospertx.gov

Subtotal \$115,635.00
Shipping Cost \$0.00
Tax Total \$0.00
Total \$115,635.00

MES NPP/GOV SCBA Contract #PS20120
 Town of Prosper
 Account # 100478

Shipping will be calculated at time of invoicing

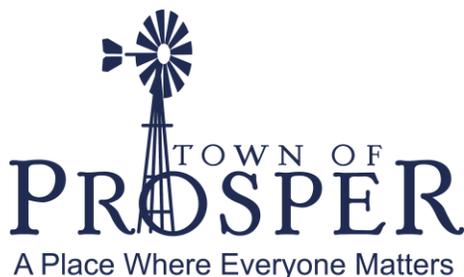
This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1740669



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Siddons-Martin Emergency Group, LLC – Apparatus Maintenance and Repairs

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC to fire department apparatus including fire engines and aerial trucks.

Description of Agenda Item:

This purchase will provide funding necessary for scheduled and unscheduled maintenance and repairs to fire department apparatus. Siddons-Martin Emergency Group, LLC is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus by Pierce in the state of Texas.

Budget Impact:

The estimated annual expenditure for this service is \$140,000.00 and will be funded through the FY24 operating budget account number 100-5350-30-01.

Attached Documents:

1. Sole Source Letter

Town Staff Recommendation:

Town Staff recommends approving funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC to fire department apparatus including fire engines and aerial trucks.

Proposed Motion:

I move to approve funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC to fire department apparatus including fire engines and aerial trucks.

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com



January 13, 2023

RE: Sole Source

To whom it may concern:

To provide you with the personalized level of sales, service, and warranty you deserve, Pierce has established a network of authorized dealers throughout the country. Siddons-Martin Emergency Group, LLC is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the states of Texas, Louisiana, New Mexico, Utah, and Nevada (except for Clark County in Nevada).

Siddons-Martin Emergency Group, LLC is extremely qualified to provide you with the support you have come to expect from Pierce and has service & warranty facilities located in each state they represent.

Please contact Siddons-Martin Emergency Group, LLC direct for Sales support or visit their website for more information at www.siddonsmartin.com.

Sincerely,

A handwritten signature in black ink that reads "Charley Hopp".

Charley Hopp
Manager – Contracts and Sales Support
Pierce Manufacturing Inc.



ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager

Re: Professional Services Agreement: On-Call Traffic Engineering Services
(Lee Engineering, LLC)

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to providing on-call traffic engineering services.

Description of Agenda Item:

With the continued growth of the Town and increase in traffic related issues around Town, it is necessary to continue having a traffic engineering firm on-call to assist with requests for traffic signal timing, traffic counts, signal warrant studies, traffic impact analysis, and other traffic engineering related services. The attached agreement allocates \$50,000 for Lee Engineering, LLC, to perform work on an on-call basis as issues arise through approval of individual Task Orders. Each individual Task Orders allows specific traffic engineering tasks to be identified, scoped, assigned, and executed as long as there is available funding in the agreement.

This will be the third year that the use of individual Task Orders was approved in the on-call traffic engineering services agreement with Lee Engineering. Prior to utilizing the individual Task Orders, each specific traffic engineering task required approval of a separate Professional Services Agreement by either the Town Council or Town Manager, depending on the amount of the expenditure required to complete the scope of work. Through the approval of a single Professional Services Agreement that provides for the use of individual Task Orders, the timing for obtaining approval to proceed with individual traffic engineering tasks has been reduced from approximately 20 days to less than 5 days.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for traffic engineering. Lee Engineering, LLC, is included on the list and has successfully completed several projects for the Town including on-call traffic engineering services the last four (4) years. Lee Engineering, LLC, is also on the recommended list of qualified engineering firms for approval by the Town Council at tonight's Town Council meeting.

Budget Impact:

The FY 2023-2024 Engineering Services Department budget includes \$50,000 in Professional Services for traffic engineering services and will be funded from Account Number 100-5410-98-01.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to providing on-call traffic engineering services.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to providing on-call traffic engineering services.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC
FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT**

This Agreement for Professional Services, hereinafter called "Agreement," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **Lee Engineering, LLC**, an Arizona Corporation, 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 **On-Call Traffic Engineering Services Project**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect for one year.
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 Fifty Thousand (\$50,000.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

5. **Town's Obligations.** Town agrees that it will (i) designate a specific person as Town's representative, (ii) provide Consultant with any previous studies, reports, data, budget constraints, special Town requirements, or other pertinent information known to Town, when necessitated by a project, (iii) when needed, assist Consultant in obtaining access to properties necessary for performance of Consultant's work for Town, (iv) make prompt payments in response to Consultant's statements and (v) respond in a timely fashion to requests from Consultant. Consultant is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Town or Town's representatives.

6. **Ownership and Reuse of Documents.** Upon completion of Consultant's services and receipt of payment in full therefore, Consultant agrees to provide Town with copies of all materials and documents prepared or assembled by Consultant under this Agreement and that Town may use them without Consultant's permission for any purpose relating to the Project. Any reuse of the documents not relating to the Project shall be at Town's risk. Consultant may retain in its files copies of all reports, drawings, specifications and all other pertinent information for the work it performs for Town.

7. **Town Objection to Personnel.** If at any time after entering into this Agreement, Town has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom Town has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

8. **Insurance.** Consultant shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement applicable insurance policies as described in **Exhibit C - Insurance Requirements** and incorporated herein as if written word for word. Consultant shall submit to Town proof of such insurance prior to commencing any work for Town.

9. **Indemnification.** **CONSULTANT DOES HEREBY COVENANT AND AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND INVITEES FROM AND AGAINST LIABILITY, CLAIMS, SUITS, DEMANDS AND/OR CAUSES OF ACTION, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND COSTS OF LITIGATION), WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PROPERTY OR PERSONS BUT ONLY TO THE EXTENT OCCASIONED BY THE NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, INVITEES OR OTHER PERSONS FOR WHOM CONSULTANT IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT.**

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND

RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

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

Lee Engineering, LLC
 Dharmesh Shah, PE, PTOE
 Vice President
 3030 LBJ Freeway, Suite 1660
 Dallas, TX 75234
dshah@lee-eng.com

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

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

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

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

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

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

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

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

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

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

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

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

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

LEE ENGINEERING, LLC

TOWN OF PROSPER, TEXAS

By: 
Signature

By: _____
Signature

Dharmesh Shah, PE, PTOE
Printed Name

Mario Canizares
Printed Name

Vice President
Title

Town Manager
Title

September 19, 2023
Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC
FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT**

1. PROJECT DESCRIPTION

Consultant shall perform work on an on-call basis in the following areas, as directed by Town in writing evidenced by the issuance of a duly-executed Individual Task Order. Consultant will perform professional engineering services in the following categories:

- A. Traffic Signal Timing – Perform duties necessary to prepare traffic signal timing plans. Timing plans may be prepared using traditional methods as well using traffic signal performance measures. Timing plans could be prepared on a corridor or town-wide basis as well as for isolated intersections.
- B. Traffic Engineering Studies – Duties could include conducting signal warrant studies, review of traffic impact studies, neighborhood traffic studies, safety studies, wayfinding studies, pedestrian/bicycle studies, sight distance studies, traffic volume studies, speed studies, corridor studies, development and/or evaluation of special event traffic control plans, traffic simulation or other traffic engineering related studies. Consultant will be required to collect necessary data, conduct the evaluation and document the study methodology, analysis and results in a report. The Town may require the Consultant to present the study results at a Town Council meeting.
- C. Traffic Engineering Design – Perform duties necessary to prepare PS&E packages for the construction/installation of various traffic control devices, pavement markings, and signing.

2. INDIVIDUAL TASK ORDERS

- A. **Issuance of Individual Task Orders** – Town will issue in writing an Individual Task Order to consultant, authorizing Consultant to perform work under this Agreement. Consultant shall not perform work and/or services outside the Scope of Services of the Agreement. All work authorized by Town shall be issued as a duly-executed, written Individual Task Order. An example of Individual Task Orders to be issued by Town under this Agreement is provided in Attachment A to this Scope of Services.
- B. **Issuance of Task Orders across Project Categories** – Town, at its sole discretion, will issue Individual Task Orders to Consultant, authorizing work in a specific category as defined in the Scope of Services or among various work categories defined in the Scope of Services. Town reserves the right to solely determine the issuance of Individual Task Orders to Consultant for work in all applicable work categories or among specific work categories, for any reason or no reason at all.

**EXHIBIT A
SCOPE OF SERVICES**

3. CONTRACT AMENDMENTS

- A. All Task Orders authorizing work under this Agreement shall be within the limits as stated in the Agreement. The parties understand and agree that deviations or modifications to the scope of services described in **Exhibit A**, in the form of written contract amendments, may be authorized from time to time by Town.
- B. All contract amendments to the Agreement are to in accordance with **Article 1** of the Agreement.
- C. Consultant shall not perform work and/or services authorized by Task Order that are not defined within **Exhibit A**, Scope of Services of the Agreement.

4. ATTACHMENTS

- A. **Attachment A**, Town of Prosper Task Order for On-Call Professional Traffic Engineering Services.

EXHIBIT A
SCOPE OF SERVICES

ATTACHMENT A

TASK ORDER

Insert Project Title/Description

THIS TASK ORDER is made pursuant to the terms and conditions of the Professional Services Agreement (“Agreement”) entered into by and between the **Town of Prosper** (“Town”) and **Lee Engineering, LLC**. (“Consultant”).

- I. **ARTICLE 1.** Consultant will perform the on-call professional traffic engineering services in accordance with the Agreement and the Scope of Services / Compensation Schedule / Budget Summary attached hereto as **Exhibit A** and incorporated herein by reference for all purposes.
- II. **ARTICLE 2.** Compensation for this Task Order shall be on a **type** basis, not to exceed **Dollar Amount Specified and 00/100 Dollars (\$ 0.00)**, and shall be paid in accordance with Article 3 of the Agreement and the Scope of Services / Compensation Schedule / Budget Summary as set forth in **Exhibit A** of the Task Order. Consultant shall not exceed the amount specified in this Task Order without the issuance of a supplemental Task Order issued by Town in writing to Consultant.
- III. **ARTICLE 3.** Town and Consultant agree that Town will withhold payment of the final five percent (5%) of Consultant’s Fee for work authorized by this Task Order, or **Dollar Amount Specified and 00/100 Dollars (\$ 0.00)**, pending the Consultant’s completion of the Record Documents and/or “As-Built” Documents for the authorized work.
- IV. **ARTICLE 4.** This Task Order shall become effective on the latest date as reflected by the signatures below and shall terminate on **Day, Month, Year** unless extended by a supplemental Task Order issued by Town in writing to Consultant.
- V. **ARTICLE 5.** Town Project number and the Project Account Code are the following:

Town CIP Number:

Town Project Account Code:

- VI. **ARTICLE 6.** Upon execution of this Task Order, the funds available under the Agreement are revised to the following:

Current Project Budget (<i>As Revised by Approved Task Orders</i>):	\$
Approved Work by this Task Order:	\$
Revised Project Budget:	\$

**EXHIBIT A
SCOPE OF SERVICES**

ATTACHMENT A

VII. ARTICLE 7. The following exhibits are attached below and made a part of this Task Order:

A. **Exhibit A**, Scope of Services/ Compensation Schedule/Budget Summary.

VIII. ARTICLE 8. This Task Order does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Task Order and caused this Task Order to be effective on the latest day as reflected by the signatures below.

Town:
Town of Prosper, Texas

CONSULTANT:
Lee Engineering, LLC
An Arizona Corporation

By: _____
Chuck Ewings
Assistant Town Manager
Date: _____

By: _____
Dharmesh Shah
Vice President
Date: _____

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC
FOR THE ON-CALL TRAFFIC ENGINEERING SERVICES PROJECT**

I. COMPENSATION SCHEDULE/PROJECT BILLING SUMMARY

MONTH, DATE, YEAR	DOLLAR AMOUNT	TASK COMPLETED
October 10, 2023	--	Town Manager to execute the Agreement; Town issues Notice to Proceed to Consultant.
October 20, 2023	--	Consultant's receipt of fully executed Agreement.
October 20, 2023 Through September 30, 2024	\$	Consultant to perform services as authorized by Town's issuance of written Task Orders (Work and payment schedule shall be as defined in the authorized Task Orders).
September 30, 2024	--	Expiration of Agreement; Approximately eleven (11) months from the execution of the agreement.

GRAND TOTAL, CONSULTANT'S FEE (NOT-TO-EXCEED)

II. PROJECT BUDGET SUMMARY.

A. Basic Services.

- 1. Work Authorized by written Task Orders. \$50,000.00
- 2. Total Basic Services (Not-to-Exceed). \$50,000.00

B. Grand Total, Consultant's Fee (Not-to-Exceed). **\$50,000.00**

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received 	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; margin-left: 100px;">Lee Engineering, LLC</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">N/A</p> <p style="text-align: center; margin-left: 100px;">_____ Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p style="text-align: center; margin-left: 100px;">N/A</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-left: 40px;"></p> <p style="margin-left: 40px;">_____ Signature of vendor doing business with the governmental entity</p>		<p>10/01/2023</p> <p>_____ Date</p>



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: License, Maintenance, and Hold Harmless Agreement
(390 West Broadway: Blackhawk Brewery)**

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a License, Maintenance, and Hold Harmless Agreement between 390 West Broadway LLC, and the Town of Prosper, Texas, related to the installation and maintenance of a patio within the right-of-way of McKinley Street for the Blackhawk Brewery development.

Description of Agenda Item:

390 West Broadway LLC, is developing the Blackhawk Brewery on the northeast corner of McKinley Street and Broadway in Downtown Prosper. As part of the design plans for the new building, there is a patio proposed on the western side of the building adjacent to McKinley Street. The width of the patio is shown as 12'-8" (12.67'), however the site plan shows only 10.91' of available property from the western edge of the new building to the right-of-way of McKinley Street.

In order to construct the patio as proposed, there would be an approximate 2' encroachment into the right-of-way of McKinley Street as shown in the attached exhibit. Since the improvements are proposed to be located within the right-of-way of McKinley Street, the attached agreement would allow the Blackhawk Brewery development to construct and maintain that portion of the proposed patio in the right-of-way of McKinley Street.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. License, Maintenance, and Hold Harmless Agreement
2. Patio Encroachment Exhibit

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a License, Maintenance, and Hold Harmless Agreement between 390 West Broadway LLC, and the Town of Prosper, Texas, related to the installation and maintenance of a patio within the right-of-way of McKinley Street for the Blackhawk Brewery development.

Proposed Motion:

I move to authorize the Town Manager to execute a License, Maintenance, and Hold Harmless Agreement between 390 West Broadway LLC, and the Town of Prosper, Texas, related to the installation and maintenance of a patio within the right-of-way of McKinley Street for the Blackhawk Brewery development.

LICENSE, MAINTENANCE & HOLD HARMLESS AGREEMENT

THIS LICENSE, MAINTENANCE & HOLD HARMLESS AGREEMENT (“Agreement”), dated _____, 2023 (the “Effective Date”) is made by and between 390 West Broadway LLC, a Texas Limited Liability Company (“Developer”), and the Town of Prosper, Texas, a Texas home-rule municipality (“Town”), and is made with reference to the recitals set forth below concerning certain Town right-of-way consisting of a portion of McKinley Street at 390 West Broadway in Downtown Prosper (“Downtown”), (the relevant portion of McKinley Street is hereinafter referred to as the “Property”), as depicted in Exhibit A, attached hereto and incorporated by reference.

WHEREAS, Developer is the owner of the proposed Blackhawk Brewery (“Brewery”), located at 390 West Broadway in Downtown; and

WHEREAS, McKinley Street is a public roadway in Downtown that is adjacent to the Brewery; and

WHEREAS, Developer has requested that the Brewery be allowed to use the Property for an extension of a patio, as depicted in Exhibit A and in accordance with said Exhibit A; and

WHEREAS, the Town has agreed to allow the use of the Property by the Brewery for an extension of a patio, subject to the terms and conditions contained herein; and

WHEREAS, Developer acknowledges and agrees that, at its sole cost and expense, it, whether Developer or Brewery, shall construct and maintain the patio area to be located on the Property.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **License**. Subject to the terms and conditions of this Agreement, and to the extent of the right, title, and interest of the Town, and without any express or implied warranties, the Town grants to Developer permission to construct and maintain a patio on the Property, as referenced and depicted in attached Exhibit A. Further, Developer agrees that the patio it constructs shall fully comply with all Town ordinances, requirements, and regulations, including all building and construction codes.
2. **Agreements Regarding the Property**. Developer and the Town agree and acknowledge that the Town does not and shall not abandon any of its right-of-way on the Property;
3. **Binding Effect**. This Agreement shall inure to and bind the heirs, personal representatives, successors and assigns of the parties hereto.
4. **Severability**. If any provision in this Agreement be held to be void or unenforceable under the laws of any place governing its construction or enforcement, this Agreement shall not be void, but shall be construed to be in force with the same effect as though such provision were omitted.

5. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and is specifically performable in Denton County, Texas.

6. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

7. Notice. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: Town of Prosper
 250 W. First Street
 P.O. Box 307
 Prosper, Texas 75078
 Attention: Town Manager

If to Developer: 390 West Broadway LLC
 2750 S Preston Rd, STE 116-314
 Celina, Texas 75009
 Attention: Daniel Hawkins

If to Brewery: Black Hawk Brewery LLC
 390 West Broadway
 Prosper, Texas 75078
 Attention: Daniel Hawkins

8. Incorporation of Recitals. The recitals set forth above are incorporated herein as if repeated verbatim.

9. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties.

10. Attorney's Fees. Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$1,000.00 within ten (10) days upon receipt of an invoice of same from Prosper.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed as of the date first above written.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____

Name: Mario Canizares

Title: Town Manager, Town of Prosper

STATE OF TEXAS)

)

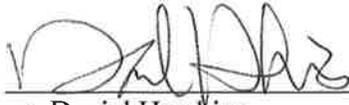
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2023, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires: _____

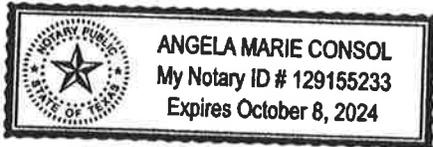
DEVELOPER:

390 West Broadway LLC

By: 
Name: Daniel Hawkins
Title: Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 2 day of October, 2023, by Daniel Hawkins, in his capacity as Manager of 390 West Broadway LLC, a Texas Limited Liability Company known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.



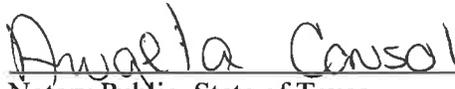
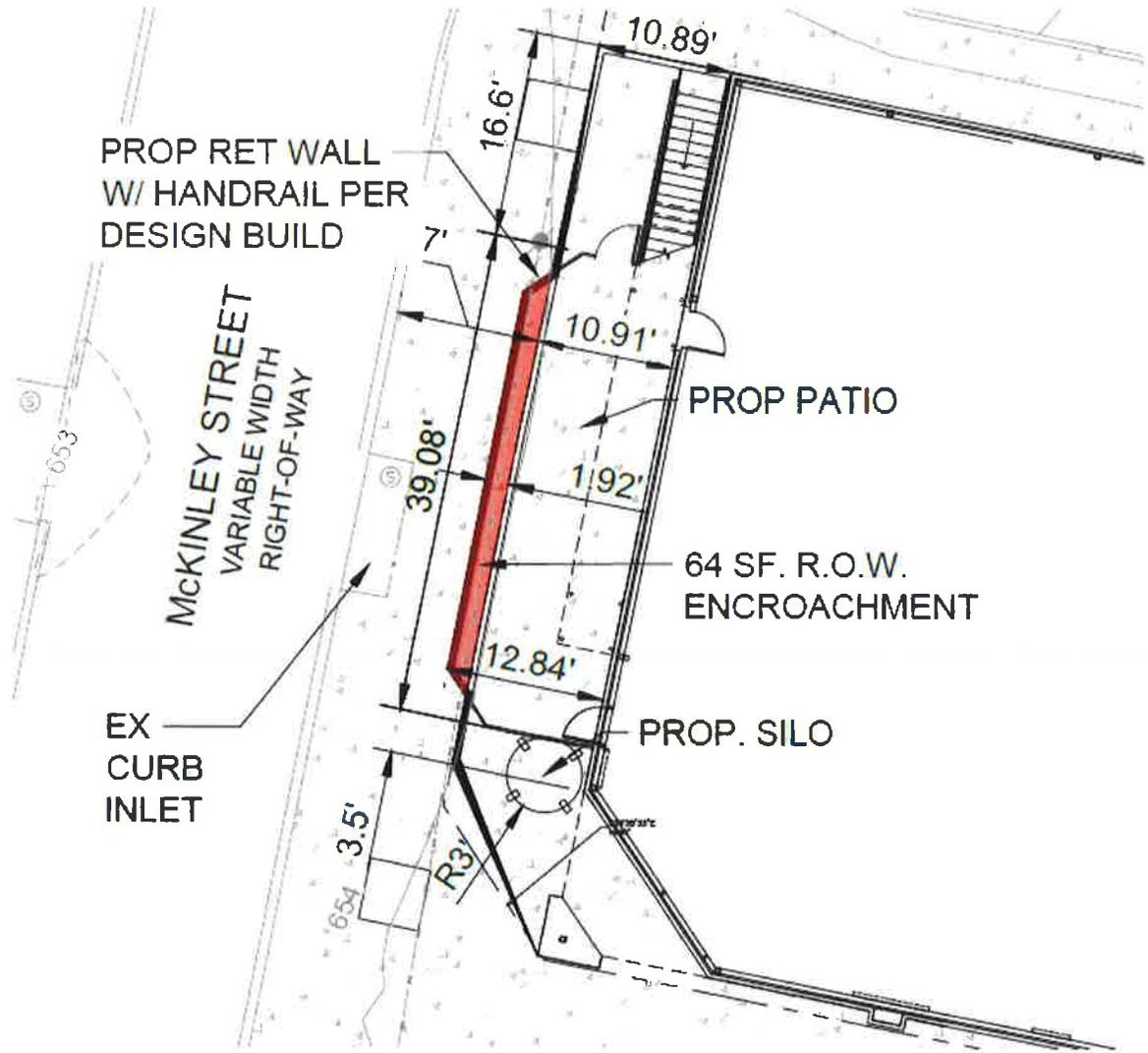

Notary Public, State of Texas
My Commission Expires: October 8, 2024

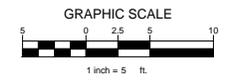
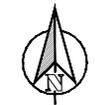
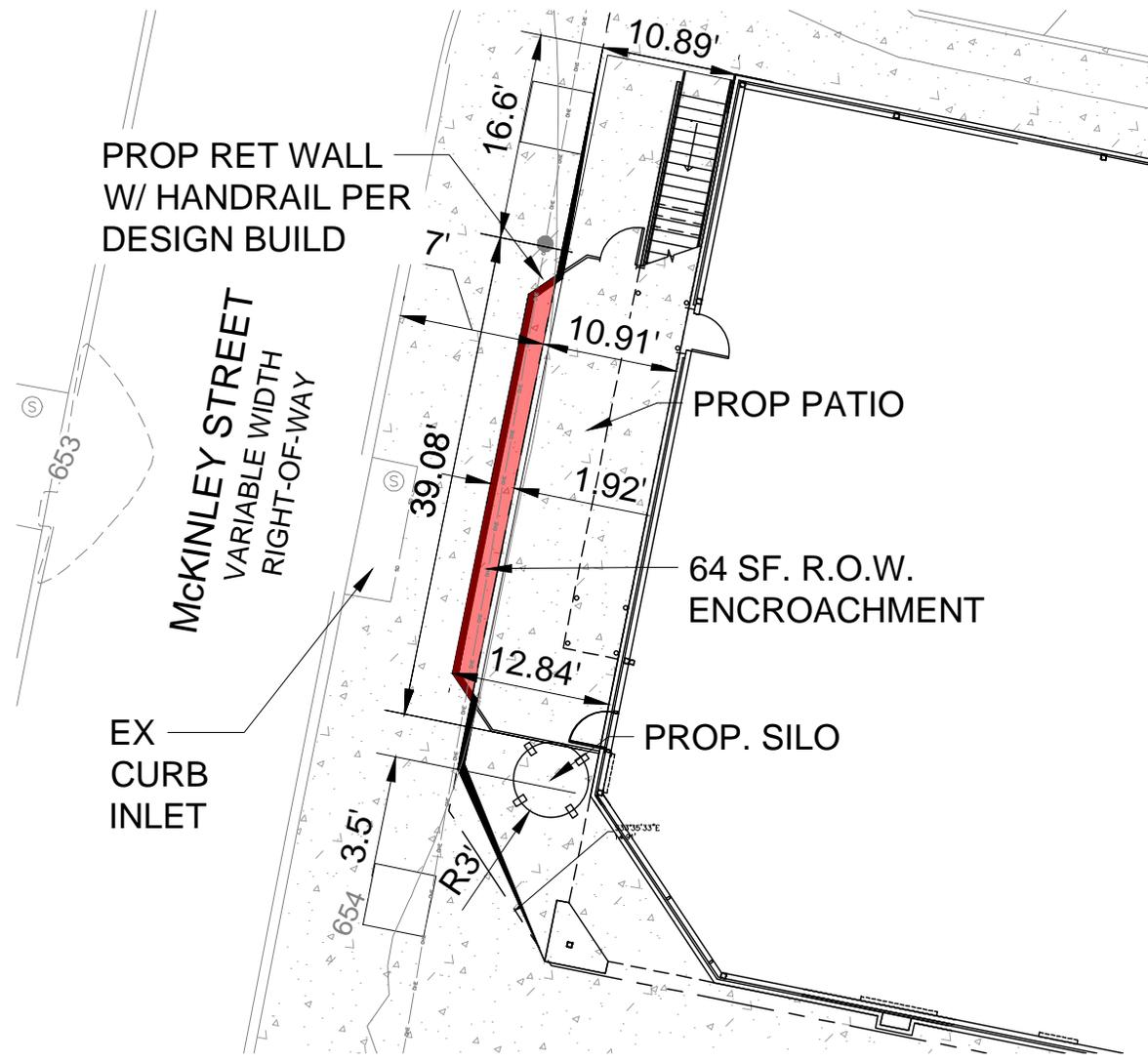
Exhibit A
(Property Depiction)



RIGHT OF WAY ENCROACHMENT
EXHIBIT

**BGREB BROADWAY RETAIL
PHASE II**
360 & 370 W BROADWAY STREET
PROSPER, TEXAS





VICINITY MAP
N.T.S.

GENERAL SITE PLAN NOTES:
 1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
 3. REFER TO ARCHITECTURAL PLANS FOR FENCE AND GATE DETAILS.

BENCHMARKS:
NO. 1
 "X-CUT" AT THE CENTER OF CURB RETURN ON THE NORTHEAST CORNER OF E BROADWAY STREET AND MCKINLEY STREET.
 ELEV: 654.18
NO. 2
 "X-CUT" AT THE CENTER OF THE EAST CURB RETURN LOCATED ON THE SOUTH SIDE OF E BROADWAY STREET APPROXIMATELY 230' EAST OF THE INTERSECTION OF E BROADWAY STREET AND MCKINLEY STREET
 ELEV: 655.10'

CASE #:		
OWNER: BROWN & GRIFFIN REAL ESTATE ADVISORS, LP 1161 N. COLEMAN ST PROSPER, TX 75078 PH: CONTACT NAME: LUKE BROWN		
APPLICANT/ENGINEER: CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE, SUITE 4006 BEDFORD, TX 76021 PH: 817.281.0572 CONTACT NAME: MATT MOORE		
SURVEYOR: SAGLE SURVEYING, LLC 210 SOUTH ELM STREET, SUITE 104 DENTON, TX 76201 PH: 840.222.3009 CONTACT NAME: DAN RICK		
LEGAL DESCRIPTION: LOT 2, OF BLOCK A, LOTS 1R & 2 OF SILO PARK ADDITION, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2020, PAGE 67, PLAT RECORDS, COLLIN COUNTY, TEXAS.		
CITY:	STATE:	
TOWN OF PROSPER	TEXAS	
COUNTY:	SURVEY:	ABSTRACT NO.:
COLLIN	COLLIN COUNTY SCHOOL	147



BGREA BROADWAY RETAIL PHASE II
 360 & 370 W BROADWAY STREET
 PROSPER, TEXAS

DATE:	07/26/2023	BY:	RS
SCALE:	AS SHOWN		
SHEET:	1	TOTAL:	1

RIGHT OF WAY ENCROACHMENT EXHIBIT

DESIGN:	DR
DRAWN:	DR
CHECKED:	DR
DATE:	08/01/23
SHEET:	
R.O.W.-EX	

PLOT DATE: 9/28/2023 1:47 PM
 LOCATION: Z:\PROJECTS\PROJECTS\2021-056 BGREA BROADWAY RETAIL\CADD\EXHIBIT\ROW ENCROACHMENT.DWG
 LAST SAVED: 9/28/2023 1:32 PM



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: Roadway Impact Fees Reimbursement Agreement
(DNT Frontier Retail Center)**

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Roadway Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of the DNT Backer Road to serve the DNT Frontier Retail Center development.

Description of Agenda Item:

DNT Frontier LP., is developing DNT Frontier Retail Center south of Frontier Parkway and east of the Dallas North Tollway. In order to facilitate the development, they have agreed to construct the DNT Backer Road adjacent to their development from Frontier Parkway to the southern property line of the development as shown on Exhibit B in the agreement. Exhibit B also shows the extension of the DNT Backer Road, from the southern property line of the DNT Frontier Retail Center development to Waterview Drive in the Lakes of Prosper North development, which is being handled through a separate agreement between the Prosper Economic Development Corporation and H-E-B.

Since the proposed roadway is depicted on the Town of Prosper Thoroughfare Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of roadway impact fees collected by the developments. The purpose of the Roadway Impact Fee Agreement is to outline the obligations of the Town of Prosper, and DNT Frontier, LP, related to the design, construction, and reimbursement of collected roadway impact fees to fund the projects.

Budget Impact:

The total estimated cost for the design and construction of the DNT Backer Road is \$2,152,156.50. The current anticipated roadway impact fees owed by the DNT Frontier Retail Center development as well as the adjacent property to the east also included in the area of reimbursement is \$2,579,931.60. In the event that full credits and reimbursements have not been made to DNT Frontier, LP, by the Town after the expiration of ten (10) years from the date of the Town's acceptance of the roadway, the Town will reimburse DNT Frontier, LP, any shortfall.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. DNT Frontier, LP, will contribute up to \$2,000 towards the legal preparation fees.

Attached Documents:

1. Town of Prosper Thoroughfare Plan
2. Roadway Impact Fee Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Roadway Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of the DNT Backer Road to serve the DNT Frontier Retail Center development.

Proposed Motion:

I move to authorize the Town Manager to execute a Roadway Impact Fee Agreement between DNT Frontier, LP, and the Town of Prosper, Texas, related to the construction of the DNT Backer Road to serve the DNT Frontier Retail Center development.

Town of Prosper Thoroughfare Plan
(DNT Frontier Retail Center)



ROADWAY IMPACT FEE AGREEMENT
(DNT FRONTIER RETAIL CENTER)

THIS ROADWAY IMPACT FEE AGREEMENT (“Agreement”) is made and entered into this ___ day of October, 2023 (“Effective Date”), by and between the Town of Prosper, Texas (“Prosper” or the “Town”), and DNT Frontier, LP, a Texas limited partnership (the “Developer”), individually referred to as a “Party” and collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Developer is developing a project in the Town known as DNT Frontier Retail Center (“FRC”); and which development contains multiple development phases; and

WHEREAS, the legal descriptions of the FRC property (“Property”) are attached hereto as **Exhibit A**; and

WHEREAS, the Town and the Developer wish to address the construction of improvements to certain roadways as well as the timing, construction and payment of associated costs thereof, related to FRC; and

WHEREAS, the Town and the Developer acknowledge that the construction of roadways to and in FRC is desirable; however, both Parties recognize the capital costs associated with the proposed construction; and

WHEREAS, the Town and the Developer have agreed to the construction of certain DNT Backer Road improvements (“**DNT Backer Road Improvements**”), with each party having certain obligations related thereto, as depicted in attached **Exhibit B** and incorporated by reference, with cost estimates and impact fee estimates for the Property described in attached **Exhibit D**, also incorporated by reference; and

WHEREAS, the Town has adopted a Roadway Capital Improvements Plan (“**Roadway CIP**”) as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town’s Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended, and the Parties agree and acknowledge that the DNT Backer Road subject to this Agreement is reflected on the Town’s Roadway CIP; and

WHEREAS, in an effort to facilitate the construction of roadways serving FRC, the parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and the Developer and it is deemed mutually beneficial to each that the construction of roadways to and in FRC proceed uniformly; and

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 Town and the Developer covenant and agree as follows:

1. **Roadway Impact Fees and Roadway Improvements.**

(a) Subject to the provisions of this Paragraph 1 and this Agreement, the Property will be assessed roadway impact fees at the rates then in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended (the "**Roadway Impact Fees**").

(b) The Developer shall, at its sole cost and expense, except as provided in Paragraph 3, below, construct and install approximately 1,280 LF of 37' wide, 7" thick concrete reinforced road with underground drainage from Frontier Parkway to the southern property line of the Property, as generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the "**Roadway Improvements**").

(c) The Developer shall bid the construction of the Roadway Improvements as shown in the related construction plans set with three (3) qualified contractors and shall provide copies of the bids received for such items to Town within five (5) business days of the Developer's receipt of same. The Developer shall: (i) execute a contract for the construction of the Roadway Improvements with the lowest responsible bidder, as mutually and reasonably determined by Town and the Developer; (ii) commence, or cause to be commenced, construction of the Roadway Improvements within the project development schedule following: (A) the execution of this Agreement and all of the Third Party Roadway Project Rights-of-way; and (B) approval of the Roadway Improvements' engineering plans, specifications and designs by Town's Engineer, which approval shall not be unreasonably withheld or delayed; (iii) construct the Roadway Improvements in accordance with Town-approved engineering plans, specifications and designs; and (iv) complete the Roadway Improvements and obtain Town's acceptance of same prior to Town's final acceptance of the Roadway Improvements.

(d) The Developer represents that the estimated Roadway Improvements construction costs are Two Million One Hundred Fifty-Two Thousand One Hundred Fifty-Six and 50/100 Dollars (\$2,152,156.50), as more particularly described in Exhibit D, attached hereto and incorporated herein for all purposes (the "**Estimated Construction Costs**"). The Developer acknowledges and agrees that Town is relying on the Developer's engineer's representation and warranty that the Estimated Construction Costs are as described in Exhibit D. Prior to receiving any credit described in Paragraph 3 or reimbursement described in Paragraph 4 below, the Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the Roadway Improvements construction costs (the "**Roadway Improvement Costs**") have been paid by the Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town ("**Evidence of Payment(s)**").

2. **Roadway Impact Fees and Impact Fee Credits.** Builders on the Property shall be subject to and shall pay the Town roadway impact fees, pursuant to applicable provisions of the Town's Code of Ordinances, as amended; however, provided the Developer constructs, and the Town accepts, the Roadway Improvements contemplated by this Agreement, the Developer shall receive roadway impact fee credits and reimbursements up to the amount of the eligible construction costs incurred by the Developer for the construction of the Roadway Improvements. For purposes of this Agreement, "construction costs" shall mean the actual costs of constructing the Roadway Improvements (roadway and storm drainage), including, but not limited to, design costs, labor and material costs, engineering costs, surveying costs and geotechnical material testing costs associated with the Roadway Improvements. No Roadway Impact Fee Credits and/or Reimbursements from Roadway Impact Fees shall be made until a final accounting of all incurred construction costs are approved by the Developer and Town's Engineer, which review and approval shall not be unreasonably withheld, conditioned or delayed.

3. **Credits from Roadway Impact Fees if the Developer Builds on the Property.** In the event the Developer builds on the Property and is required to pay Roadway Impact Fees to the Town, then Developer shall not be required to pay such Roadway Impact Fees and shall receive a Roadway Impact Fee credit at the time when Roadway Impact Fees are otherwise due and owing the Town. In no event shall any such Roadway Impact Fee credit exceed the Roadway Improvement Costs incurred by the Developer.

4. **Reimbursements from Roadway Impact Fees.** Any reimbursement to Developer contemplated by this Agreement from someone other than the Developer, who shall receive credit of roadway impact fees as stated in Paragraph 3, shall come only from Roadway Impact Fees collected by the Town from eligible development expenses as described in this Agreement within FRC in the service area to be served by the Roadway Improvements as shown on **Exhibit C**, attached hereto. The Town will use its reasonable efforts to pay the Developer any reimbursement quarterly and as applicable, on January 15, April 15, July 15, and October 15 of each year beginning the first quarterly date after the Town accepts the Roadway Improvements. The reimbursement of roadway impact fees for the Roadway Improvements shall cease when the amount of credits and reimbursement equals the total sum of the construction costs as defined above. Attached hereto and incorporated by reference is **Exhibit D**, which exhibit reflects the current Estimated Construction Costs and anticipated roadway impact fees to be collected by Town and reimbursed to the Developer by the Town.

5. **Understanding of the Parties Regarding Impact Fees Collected.** The Developer and the Town acknowledge and agree that: (i) the roadway impact fees collected may be less than the roadway impact fee reimbursements to which the Developer is entitled; and (ii) roadway impact fees owed on the Property shall be paid in accordance with the Town's impact fee ordinance, as amended.

6. **Assignment.** The Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of FRC, which party (or parties) shall have the option to construct the Roadway Improvements located in such portions. As to the sale of land by the Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

7. **Default.** If the Developer fails to comply with any provision of this Agreement after receiving thirty (30) days' written notice to comply from Town or such longer period as may be reasonably necessary provided that the Developer commences to cure the default or breach within the 30-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

(a) to refuse to accept any public improvements as to the applicable portion of FRC to which the default relates (provided however the Town shall not be entitled to rescind any prior acceptance of public improvements); and/or

(b) to construct and/or complete the Roadway Improvements and to recover any and all reasonable, necessary and actual costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all reasonable and necessary attorney's fees and costs associated therewith; and/or

(c) to seek specific enforcement of this Agreement.

In the event the Developer does commence construction of the Roadway Improvements within sixty (60) days after Town issues the applicable construction permits but fails to complete construction of the Roadway Improvements within two (2) years after commencement of construction, such failure may be declared a default, in the Town's sole discretion, with no requirement of notice, as referenced in Paragraph. In such event, the Developer shall not be eligible for Credits or Reimbursements from Roadway Impact Fees for the construction costs incurred by the Developer for the Roadway Improvements until such time as the Roadway Improvements has been accepted by the Town and full payment has been made to any person or business entity that has completed the Roadway Improvements after the Developer's default.

In the event Town fails to comply with the terms and conditions of this Agreement, the Developer may seek specific enforcement of this Agreement and/or bring suit to recover any amounts due and owing hereunder (but not consequential or punitive damages) as its sole and exclusive remedies.

8. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

9. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in Collin County, Texas.

10. **Notices.** Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper, Texas
P.O. Box 307
Prosper, Texas 75078
Attn: Town Manager’s Office
Email:

If to the Developer: DNT Frontier, LP
4215 W. Lovers Lane, Suite 250
Dallas, TX 75209
Attn: David Fogel
Email: David@dsfcapital.com

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

12. **Sovereign Immunity.** The Parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, the Town agrees that it has waived its sovereign immunity, and to that extent only.

13. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

14. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

15. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. Electronic signatures shall be binding and shall have the same force and effect as an original signature.

16. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against either Party.

17. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. 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.

18. **Notification of Sale or Transfer.** The Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where the Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

19. **Authority to Execute.** The 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. The Developer warrants and represents that the individual executing this Agreement on behalf of the Developer has full authority to execute this Agreement and bind the Developer to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

20. **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 mediation.

21. **Indemnification.** FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO A ROADWAY IMPROVEMENTS IS COMPLETED AND ALL IMPROVEMENTS, AS CONTEMPLATED HEREIN, HAVE BEEN ACCEPTED BY THE TOWN, THE DEVELOPER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL ACTUAL DAMAGES (BUT NOT CONSEQUENTIAL OR PUNITIVE DAMAGES), INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE GROSSLY NEGLIGENT, AND/OR

INTENTIONAL ACT AND/OR OMISSION OF THE DEVELOPER, OR ANY OTHER THIRD PARTIES FOR WHOM THE DEVELOPER ENGAGED, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER(S) IN PROVIDING SUCH DEFENSE. THE DEVELOPER SHALL NOT BE REQUIRED TO INDEMNIFY THE TOWN FROM CLAIMS CAUSED IN WHOLE OR IN PART BY THE TOWN'S NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACTS AND/OR OMISSIONS, OR ANY OTHER THIRD PARTIES FOR WHOM THE TOWN ENGAGED.

22. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by the Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of the Developer's obligation to defend the Town or as a waiver of the Developer's obligation to indemnify the Town pursuant to this Agreement. The Developer shall retain Town-approved defense counsel within ten (10) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

23. **Survival.** Paragraph 21, "Indemnification," shall survive the termination of this Agreement.

24. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

25. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

26. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

27. **Applicability of Town Ordinances.** The signatories hereto shall be subject to all applicable ordinances of the Town, whether now existing or in the future arising.

28. **Rough Proportionality.** The Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and the Developer hereby waives any claim therefor that it may have. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both the Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

29. **Attorney's Fees.** The Developer agrees to pay, or cause to be paid, to Prosper reasonable attorney's fees charged to the Town by the Town's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$2,000.00 within ten (10) days upon receipt of an invoice of same from the Town.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the Effective Date.

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2023, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

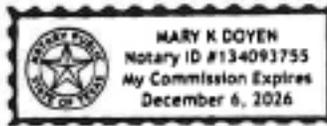
Notary Public, State of Texas
My commission expires: _____

DNT FRONTIER, LP,
a Texas limited partnership

By: DNT Frontier GP, LLC,
A Texas limited liability company
Its general partner

By: 
Printed Name David Fogel
Title: Manager

STATE OF TEXAS)
COUNTY OF DALLAS)



Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared David Fogel, Manager of DNT Frontier GP, LLC, the general partner of DNT Frontier, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 2ND day of October, 2023.


Notary public in and for the State of Texas
My commission expires: 12/6/2026

EXHIBIT A
(Property Legal Description)

WHEREAS, DNT FRONTIER, LP is the owner a 28.657 acre tract of land out of the Collin County School Land Survey, Section No. 12, Abstract No. 147, situated in the Town of Prosper, Collin County, Texas and being a portion of a called 70.91 acre tract of land conveyed to DNT Frontier, LP by deed of record in Document No. 20211122002383180 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the South end of a corner clip at the intersection of the East right-of-way line of Dallas Parkway (a variable width right-of-way) and the South right-of-way line of Frontier Parkway (County Road No. 5, a variable width right-of-way), being the most Westerly Northwest corner of said 70.91 acre tract and hereof;

THENCE, along the South right-of-way line of Frontier Parkway, being the common North line of said 70.91 acre tract, the following five (5) courses and distances:

1. N44°25'23"E, a distance of 71.45 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the North end of said corner clip;
2. N89°25'23"E, a distance of 417.85 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
3. N86°47'13"E, a distance of 239.17 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
4. N89°25'23"E, a distance of 243.00 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
5. N89°39'23"E, a distance of 29.31 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set for the Northeast corner hereof;

THENCE, leaving the South right-of-way line of Frontier Parkway, over and across said 70.91 acre tract, the following five (5) courses and distances:

1. S00°14'00"E, a distance of 94.41 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the left;
2. Along said tangent curve to the left, having a radius of 770.00 feet, a chord bearing of S02°47'18"E, a chord length of 68.65 feet, a delta angle of 05°06'37", an arc length of 68.68 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;
3. S05°20'37"E, a distance of 152.57 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the right;
4. Along said tangent curve to the right, having a radius of 830.00 feet, a chord bearing of S02°50'37"E, a chord length of 72.41 feet, a delta angle of 05°00'00", an arc length of 72.43 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;
5. S00°20'37"E, a distance of 876.90 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northeast corner of that certain right-of-way dedication as shown on the plat of Lakes of Prosper North - Phase 2, a subdivision of record in Volume 2015, Page 675 of the Plat Records of Collin County, Texas, also being the Northwest corner of Lot 5, Block A of said Lakes of Prosper North - Phase 2, also being in the South line of said 70.91 acre tract, for the Southeast corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped "SPIARS ENG" found at the Northeast corner of Lot 4, Block X of said Lakes of Prosper North - Phase 2, being the Southeast corner of said 70.91 acre tract, bears N89°18'34"E, a distance of 1,450.09 feet;

THENCE, S89°18'34"W, along South line of said 70.91 acre tract, being in part, the common North line of said right-of-way dedication of record and in part, the common North line of a called 29.6736 acre tract of land conveyed to TREJAX, LP by deed of record in Document No. 20121206001558000 of said Official Public Records, a distance of 1003.13 feet to a 1/2" iron rod with yellow plastic cap stamped "SPIARS ENG" found in the East right-of-way line of Dallas Parkway, being the Northwest corner of said 29.6736 acre tract, also being the Southwest corner of said 70.91 acre tract and hereof;

THENCE, along the East right-of-way line of Dallas Parkway, being the common West line of said 70.91 acre tract, the following three (3) courses and distances:

1. N01°32'44"E, a distance of 211.14 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a tangent curve to the left;
2. Along said tangent curve to the left, having a radius of 5744.58 feet, a chord bearing of N00°24'01"E, a chord length of 229.65 feet, a delta angle of 02°17'26", an arc length of 229.67 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of tangency of said curve;

N00°44'43"W, a distance of 764.27 feet to the POINT OF BEGINNING and containing an area of 28.657 Acres, or (1,248,288 Square Feet) of land, more or less.

EXHIBIT B
(Roadway Improvements to be Constructed by Developer)

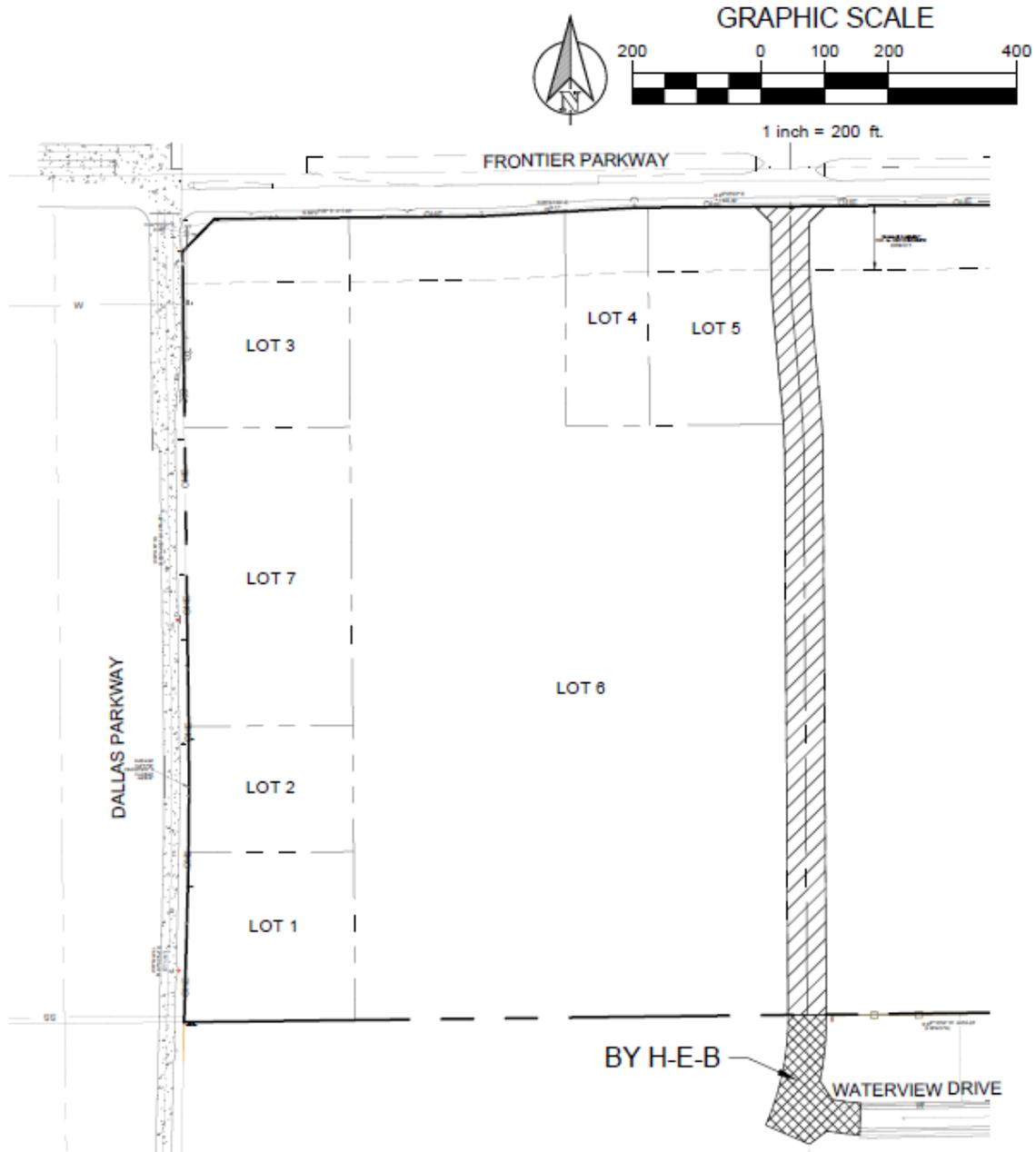


EXHIBIT C
(Area of Reimbursement)

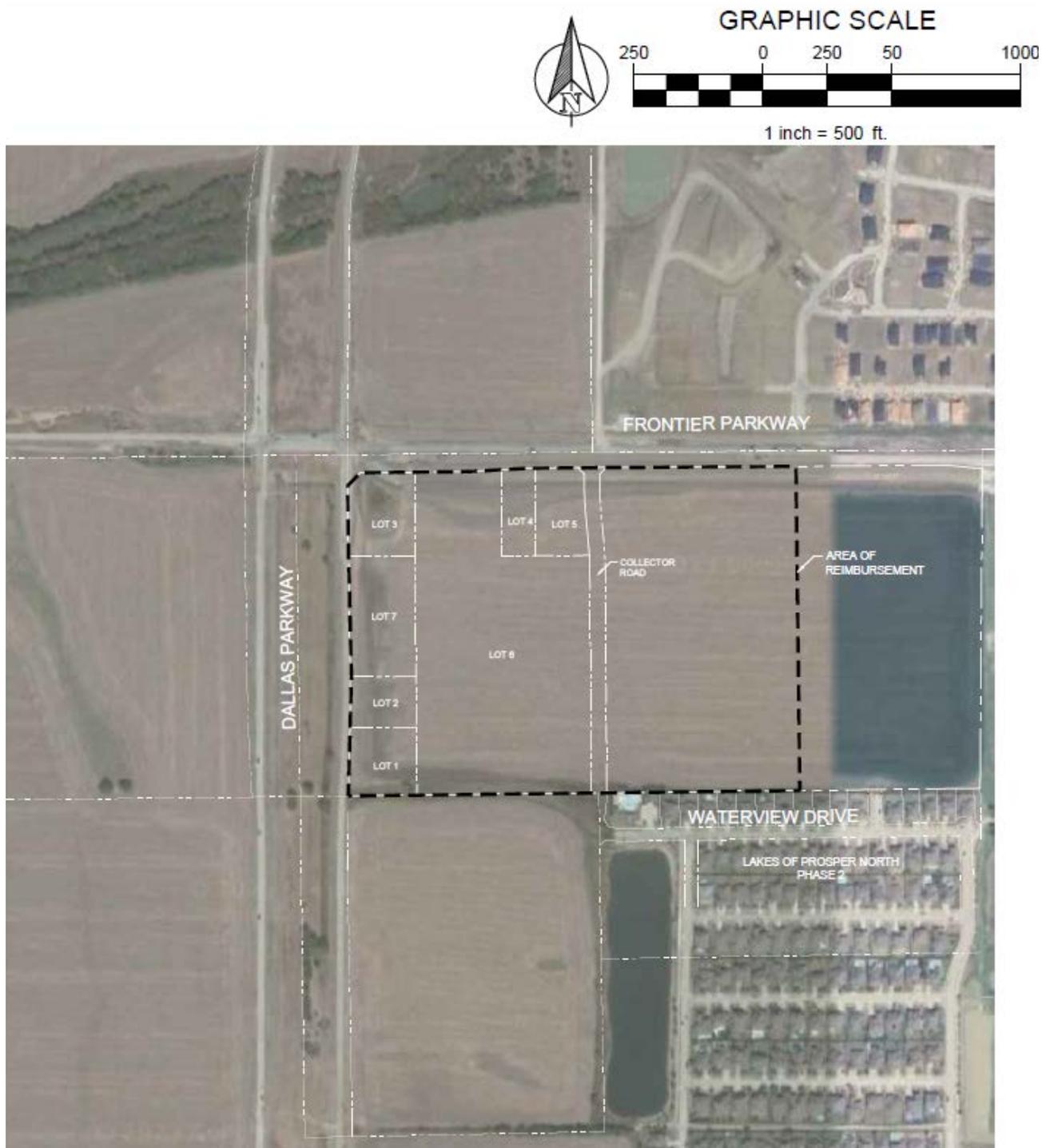


EXHIBIT D
(Estimated Construction Costs and
Anticipated Roadway Impact Fees)

Date: 10/3/23

FRONTIER RETAIL CENTER - COLLECTOR ROAD BREAKDOWN ESTIMATE

	Description	Unit	Quantity	Unit Price	Total Cost
Erosion Control & Excavation					
	Silt Fence	lf	1,042	\$ 2.75	\$ 2,865.50
	Mobilization	ea	2	\$ 4,500.00	\$ 9,000.00
	Furnish Construction Water Meter	ls	1	\$ 4,500.00	\$ 4,500.00
	Survey and Layout	ls	1	\$ 3,500.00	\$ 3,500.00
	Saw Cut and Remove Existing Curb & Gutter	lf	348	\$ 10.00	\$ 3,480.00
	Strip and Stockpile Topsoil On-Site	cy	819	\$ 2.00	\$ 1,638.00
	Site Excavation Cut to Fill	cy	1,785	\$ 8.00	\$ 14,280.00
	Cut Back Retaining Walls (Stockpile On-Site)	cy	411	\$ 5.00	\$ 2,055.00
	Import Common Fill to Bring Site to Grade	cy	876	\$ 17.00	\$ 14,892.00
	Fine Grading	sf	66,218	\$ 0.05	\$ 3,310.90
	Respread Topsoil	cy	620	\$ 5.00	\$ 3,100.00
	Excavate Pavement Subgrades	cy	9,062	\$ 2.00	\$ 18,124.00
	Moisture Condition Pavement Subgrades	cy	10,156	\$ 0.50	\$ 5,078.00
	Lime Stabilization Pavement Subgrade	sy	6,667	\$ 13.75	\$ 91,671.25
	Fine Grade Pavement Subgrade	sy	5,698	\$ 0.79	\$ 4,501.42
	Total Excavation				\$ 181,996.07
Water & Storm Utilities					
	6 Barrell 12x6 RCB 10' Deep	lf	80	\$ 7,432.50	\$ 594,600.00
	33" RCP 8' Avg Depth	lf	26	\$ 171.60	\$ 4,461.60
	30" RCP 7' Avg Depth	lf	150	\$ 145.30	\$ 21,795.00
	27" RCP 8' Avg Depth	lf	12	\$ 141.00	\$ 1,692.00
	24" RCP 7' Avg Depth	lf	530	\$ 123.00	\$ 65,190.00
	RCP Fittings	ls	1	\$ 2,680.00	\$ 2,680.00
	4x4 Wye Inlet w/apron 4' deep	ea	1	\$ 6,610.00	\$ 6,610.00
	10' Curb Inlet	ea	4	\$ 5,110.00	\$ 20,440.00
	PW Headwall with form liner (West)	lf	195	\$ 1,276.25	\$ 248,868.75
	PW Headwall with form liner (East)	lf	140	\$ 1,332.72	\$ 186,580.80
	CIP Retaining Wall	lf	176	\$ 364.32	\$ 64,120.32
	21" Rip Rap (No Grout)	sy	456	\$ 150.00	\$ 68,400.00
	5" Concrete Rip Rap	sf	4,500	\$ 8.00	\$ 36,000.00
	Testing /Trench Safety	lf	798	\$ 4.00	\$ 3,192.00
	Maintenance Bond	ea	1	\$ 33,001.00	\$ 33,001.00
	Staking / Layout	ls	1	\$ 2,230.00	\$ 2,230.00
	Mobilization	ea	1	\$ 7,500.00	\$ 7,500.00
	Payment & Performance Bond	ea	1	\$ 21,075.40	\$ 21,075.40
	Total Utilities				\$ 1,388,436.87
Paving					
	7" Concrete Paving	sy	5,393	\$ 59.00	\$ 318,187.00
	Street Header	lf	37	\$ 20.00	\$ 740.00
	Street Barricade	lf	37	\$ 65.00	\$ 2,405.00
	Barrier Free Ramp	ea	2	\$ 6,990.00	\$ 13,980.00
	7" Concrete Decel Pavement	sy	439	\$ 81.00	\$ 35,559.00
	Doweling / Connect to Existing Paving	lf	384	\$ 14.75	\$ 5,664.00
	Total Paving				\$ 376,535.00
Metal Railings					
	Bridge Rail	lf	168	\$ 265.09	\$ 44,535.12
	Hand Rail to Match Existing On Site	lf	204	\$ 297.60	\$ 60,710.40
	Engineering	ls	1	\$ 5,000.00	\$ 5,000.00
	Total Metal Railings				\$ 110,245.52
Painting / Staining					
	Paint form liner stone finish at Headwalls	lf	168	\$ 249.88	\$ 41,979.84
	Paint form liner stone finish at Retaining Wall	lf	180	\$ 294.24	\$ 52,963.20
	Total Painting				\$ 94,943.04
	SUBTOTAL				\$ 2,152,156.50
TOTAL					\$ 2,152,156.50

EXHIBIT D
(Estimated Construction Costs and Anticipated Roadway Impact Fees)

Note: These costs represent estimated construction costs. Per Paragraph I.C, the Developer shall bid the construction of the roadway improvements with three (3) qualified contractors and shall provide copies of the bids to the Town. The Developer and the Town shall mutually agree to the Contractor selected (lowest responsible bidder) prior to the Developer executing a contract for the roadway improvements.

Anticipated Roadway Impact Fees

Frontier Retail Center Impact Fee Reimbursement				
<u>Lot</u>	<u>Use</u>	<u>Development Unit</u>	<u>Estimated Size</u>	<u>Impact Fee</u>
1	BANK W/ DT	DRIVE IN LANES	2	\$55,054.00
2	COFFEE SHOP W/ DT	1000SF	2,000SF	\$77,550.00
3	RESTAURNT W/ DT	1000SF	4,4400SF	\$216,942.00
4	SUPERMARKET	1000SF	132,000SF	\$1,623,732.00
5	GAS STATION/CAR WASH	VEHICLE FUELING POSITIONS	10	\$46,150.00
6	NON FAST FOOD RESTAURANT	1000SF	4,600SF	\$33,731.80
7	NON FAST FOOD RESTAURANT	1000SF	4,600SF	\$33,731.80
EAST LAND	MEDICAL	1000SF	20,000SF	\$493,040.00
			TOTAL	\$2,579,931.60



DEVELOPMENT SERVICES

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Ordinance Amending Fence Requirements of the Building Code

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending Article 3.19 – Fence Regulations of the Town of Prosper Code of Ordinances prohibiting screening of open fencing in certain locations.

Description of Agenda Item:

The regulations prohibiting screening of open fencing with materials, other than live screening, are currently addressed in the Town's Subdivision Ordinance and the Building Regulations. This amendment seeks to address maintenance of open fencing in one part of the code of ordinances. This amendment prohibits material from being placed on or near ornamental fencing adjacent thoroughfare/collector streets, parks, and trails. It does not prohibit use of vegetation or live material to provide screening of yards with ornamental fencing.

Staff has received multiple appeals to allow materials that do not maintain at least 50 percent through vision. Due to the increase in these appeals, we recommend the requirement be stated in one section of the code of ordinances and specifically state what is prohibited.

Town Council will have an opportunity to discuss during its work session prior to the regular meeting.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Proposed Ordinance

Town Staff Recommendation:

Town Staff recommends approval an ordinance amending Article 3.19 – Fence Regulations of the Town of Prosper Code of Ordinances prohibiting screening of open fencing in certain locations.

Proposed Motion:

I move to approve/deny the ordinance amending Article 3.19 – Fence Regulations of the Town of Prosper Code of Ordinances prohibiting screening of open fencing in certain locations.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING SUBSECTIONS (10), "OPEN FENCING REQUIREMENTS," AND (11), "PROHIBITED," OF SECTION 3.19.001, "GENERAL REGULATIONS," OF ARTICLE 3.19, "FENCE REGULATIONS," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER BY AMENDING PROVISIONS RELATED TO OPEN FENCING AND PROHIBITED FENCING; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has determined that maintaining certain standards is critical to preserve the image of the Town; and

WHEREAS, the Town Council has also determined that modifications to certain fences adjacent to parks, trails, thoroughfares, and collectors do not enhance the image of the Town.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, existing Subsections (10), "Open Fencing Requirements," and (11), "Prohibited," of Section 3.19.001, "General Regulations," of Article 3.19, "Fence Regulations," of Chapter 3, "Building Regulations," of the Code of Ordinances of the Town of Prosper Texas, ARE hereby amended to read as follows:

"ARTICLE 3.19 FENCE REGULATIONS

Sec. 3.04.001 General Regulations.

* * *

(10) *Open fencing requirements.* Fences adjacent to public or private open space, public or private parks, hike and bike trails, or a thoroughfare/collector street, as so designated by the Town on its Thoroughfare Plan, as amended, shall be ornamental metal, tubular steel or split rail with a minimum 50 percent (50%) through vision. Wooden fences legally installed on or before October 7, 2015, may be replaced with a wooden fence in compliance with the wooden fence standards as they exist or as may be amended.

(11) *Prohibited.* Fences may not contain and/or be:

(A) Continuous electrical current, although single-strand wire designed to conduct electricity through an approved low-voltage regulator shall be allowed along the fence's interior base line;

(B) Constructed to contain barbed wire;

(C) Plywood;

(D) Fiberglass or fiberglass panels;

(E) Corrugated steel or sheet iron;

(F) Razor wire; and/or

(G) Altered to contain screening material on the fence that does not maintain a minimum of 50 percent (50%) through vision. Except for living screens, screening material may not be placed within the building setback area of any lot. For purposes of this Article, "living screen" shall include trees, bushes, shrubbery or other living plant material.

* * *

SECTION 3

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

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5

Any person, firm, corporation, or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 10TH DAY OF OCTOBER, 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Development Agreement Pradera

Town Council Meeting – October 10, 2023

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

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between Orion RE Capital and the Town of Prosper relative to Pradera.

Description of Agenda Item:

On August 22, 2023, the Town Council approved the proposed rezoning request. A Development Agreement has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Development Agreement

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Orion RE Capital and the Town of Prosper relative to Pradera.

Proposed Motion:

I move to authorize/not authorize the Town Manager to execute a Development Agreement between Orion RE Capital and the Town of Prosper relative to Pradera.

PRADERA DEVELOPMENT AGREEMENT

THIS PRADERA DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Orion RE Capital (“Developer”), individually, a “Party” and collectively, the “Parties,” to be effective (the “Effective Date”) on the latest date executed by a Party.

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

WHEREAS, Developer is developing a project in the Town known as Pradera (“Property”), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about August 8, 2023, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer’s reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

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

1. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, “Building Materials,” 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. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town’s Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

3. Periodic Review of the Property's Zoning by the Town Council. The Town Council reserves the right to periodically review the progress and/or scope of development of the Property pursuant to the terms of any zoning regulations applicable to the Property, and in the event any amendment(s) or revision(s) to said zoning regulations are deemed reasonably appropriate and have the written approval of the Developer, the Town may provide appropriate notices for Town consideration of same, pursuant to the provisions of Chapter 211 of the Texas Local Government Code, as amended, and the Town's Zoning Ordinance, as amended.

4. Certain Business Establishments Prohibited. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

5. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

6. Applicability of Town Ordinances. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

7. 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.

8. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

9. Notice. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
 250 W. First Street
 Prosper, Texas 75078
 Attention: Town Manager

If to Developer: Orion RE Capital
 5 Cowboys Way St. 300
 Frisco, TX 75034
 Attention: Prasanna Kumar

With copy to:
 Cornerstone Projects Group
 4770 Bryant Irvin Court, Suite 200
 Fort Worth, Texas 76107
 Attention: Nolan Bradshaw

10. 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).

11. Entire Agreement. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

12. Savings/Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

13. Binding Agreement. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

14. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

15. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

16. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

17. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, 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 Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

18. 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.

19. Effect of Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

20. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

21. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

22. Amendment. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

23. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

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

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizaares
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2023, by Mario Canizaares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas
My Commission Expires: _____

DEVELOPER:

Orion RE Capital

By: _____
Name: Prasanna Kumar
Title: CEO / Partner

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2023, by Prasanna Kumar on behalf of Orion RE Capital, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A
(Property Depiction)

BEING a 40.065 acre tract of land situated in the Collin County Land Survey, Abstract Number 147, Collin County, Texas and being all of that called 34.709 acre tract of land described by deed to AABVC-DNT-West-FRT, LP, recorded in County Clerk's File Number 2021082001693210, Deed Records, Collin County, Texas and all of that called 5.368 acre tract of land described by deed to Collin County, recorded in Volume 5949, Page 2222, Deed Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod with cap stamped "PRESTON TRAIL" found at the southeast corner said called 34.709 acre tract, said iron rod also being the southwest corner of said called 5.386 acre tract and being in the north line of that called 40.066 acre tract of land described by deed to Cothran Malibu, LP, recorded in County Clerk's File Number 20150105000009000, Deed Records, Collin County, Texas;

THENCE South 87 degrees 52 minutes 23 seconds West, 1108.44 feet along the south line of said called 34.709 acre tract and said north line of the called 40.066 acre tract to a 5/8 inch iron rod with cap stamped "MANHARD" set at the northwest corner of said called 40.066 acre tract;

THENCE North 89 degrees 57 minutes 32 seconds West, 43.17 feet, continuing along said south line of the called 34.709 acre tract to a 5/8 inch iron rod with cap stamped "MANHARD" set at the southwest corner of said called 34.709 acre tract;

THENCE North 00 degrees 45 minutes 11 seconds West, 1324.66 feet along the west line of said called 34.709 acre tract to a 1/2 inch iron rod with cap stamped "PRESTON TRAIL" found at the northwest corner of said called 34.709 acre tract, said iron rod also being the southwest corner of that called 34.557 acre tract of land described by deed to Urban Heights at Frontier LLC, recorded in County Clerk's File Number 2022000131196, Deed Records, Collin County, Texas;

THENCE North 89 degrees 22 minutes 58 seconds East, 1146.49 feet along the north line of said called 34.709 acre tract and the south line of said called 34.557 acre tract to a 1/2 inch iron rod with cap stamped "PRESTON TRAIL" found at the northeast corner of said called 34.709 acre tract, said iron rod also being the southeast corner of said called 34.557 acre tract and the northwest corner of the aforementioned called 5.386 acre tract;

THENCE North 89 degrees 26 minutes 22 seconds East, 187.36 feet along the north line of said called 5.386 acre tract to a 1/2 inch rod found at the northeast corner of said called 5.386 acre tract;

THENCE South 00 degrees 43 minutes 44 seconds East, 1290.88 feet along the east line of said called 5.386 acre tract to a 1/2 inch iron rod found at the southeast corner of said called 5.386 acre tract, said iron rod also being in the north line of the aforementioned called 40.066 acre tract;

THENCE South 87 degrees 50 minutes 46 seconds West, 182.07 feet along the south line of said called 5.386 acre tract and said north line of the called 40.066 acre tract to the POINT OF BEGINNING and containing 1,745,218 square feet or 40.065 acres of land, more or less.

EXHIBIT B
(Building Materials)

Highway Subdistrict:

1. Brick, natural and manufactured stone, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise of at least seventy-five percent (75%) of each elevation, exclusive of doors and windows. Where cementitious panel is applied, it shall be limited to no more than 50% of a building's material. Non-primary, or secondary materials, may include stucco and metal panel systems. Where Multifamily is concerned, primary materials shall be limited to brick, natural and manufactured stone, and cementitious panel system.

2. Only primary building materials are allowed on the first floor with the exception of cementitious panels. For purposes of this section, the first floor shall be at least fourteen (14) feet high and, at minimum, 90% shall be constructed of masonry cladding.

Neighborhood Subdistrict:

1. Brick, natural and manufactured stone, curtain wall and window wall glazing, and cementitious panel system shall be considered primary materials. Primary materials shall comprise at least seventy-five percent (75%) of each elevation, exclusive of doors and windows. Townhomes shall be constructed of no less than 75% brick masonry, calculated from the aggregate of the front, rear and side elevations.

2. Only primary building materials are allowed on the first floor excluding cementitious panel systems, exclusive of doors, windows, and their accompanying frames. For purposes of this section, the first floor shall be at least nine (9) feet high.



PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager**

Re: Adoption of the 2023 National Electrical Code

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Conduct a public hearing and consider and act upon an ordinance repealing Article 3.06, “Electrical Code”, of the Code of Ordinances of the Town of Prosper and replacing it with a new Article 3.06, “Electrical Code”.

Description of Agenda Item:

This ordinance updates the Town’s Electrical Code from the 2020 NEC (National Electrical Code) to the 2023 NEC. As of September 1st, 2023, the 2023 NEC is the adopted Electrical Code for the State of Texas. A significant change exists between the two codes regarding receptacle outlet installations at kitchen islands. Whereas the 2020 NEC required at least one receptacle outlet at kitchen islands and allowed for the installation of receptacle outlets below the countertop surface, the 2023 NEC does not require a receptacle outlet at kitchen islands while also prohibiting installations below the countertop surface.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town Staff recommends approval of an ordinance repealing Article 3.06, “Electrical Code”, of the Code of Ordinances of the Town of Prosper and replacing it with a new Article 3.06, “Electrical Code”.

Proposed Motion:

I move to approve/deny an ordinance repealing Article 3.06, "Electrical Code", of the Code of Ordinances of the Town of Prosper and replacing it with a new Article 3.06, "Electrical Code".

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 3.06, "ELECTRICAL CODE," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER AND REPLACING IT WITH A NEW ARTICLE 3.06, "ELECTRICAL CODE"; ADOPTING THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; REGULATING THE CONSTRUCTION, ALTERATION, REMOVAL, USE, AND MAINTENANCE OF ANY ELECTRICAL WIRING, APPARATUS, DEVICE, AND/OR SYSTEMS WITHIN THE TOWN OF PROSPER; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to repeal the existing Article 3.06, "Electrical Code," of the Code of Ordinances and replace it with a new Article 3.06, "Electrical Code"; and

WHEREAS, the Town Council has also investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2023 Edition of the National Electrical Code, save and except the amendments and deletions set forth below.

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

Existing Article 3.06, "Electrical Code," of the Code of Ordinances of the Town of Prosper Texas, is hereby repealed in its entirety and replace with a new Article 3.06, "Electrical Code," to read as follows:

"ARTICLE 3.06 ELECTRICITY

Sec. 3.06.001 Code Adopted; amendments

The National Electrical Code, 2023 Edition, copyrighted by National Fire Protection Association, including Annex H, save and except the deletions and amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby adopted as the Electrical Code for the Town, regulating the construction, alteration, removal, use, and/or maintenance of any electrical wiring, apparatus, device, or system within the Town (the "2023 National Electrical Code"). The 2023 National Electrical Code is made a part of this Article as if fully set forth herein. A copy of the National Electrical Code, 2023 Edition, copyrighted by the National Fire Protection

Association, is on file in the office of the Town Secretary of Prosper being marked and so designated as the 2023 National Electrical Code."

SECTION 3

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

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5

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

SECTION 6

This Ordinance shall become effective on November 1, 2023, after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 10TH DAY OF OCTOBER, 2023.

David Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Exhibit A
Town of Prosper Amendments to the
2023 National Electrical Code

The following additions, deletions, and amendments to the 2023 National Electrical Code are hereby approved and adopted.

Article 100; add the following to definitions:

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

Article 210.52 (C)(2); change to read as follows:

210.52 (C)(2) Island and Peninsular Countertops and Work Surfaces.

Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with 210.52(C)(3). If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, a chapter 3 wiring method shall be installed and supplied from a Small Appliance Branch Circuit to a Listed Outlet Box in the Peninsular or Island Cabinet at an Accessible Location, for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.

Article 410.118; change to read as follows:

410.118 Access to Other Boxes.

Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

Article 500.8 (A) (3); change to read as follows:

500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling;
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
- (3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation or an engineering judgment signed and sealed by a qualified licensed Professional Engineer in the State of Texas.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

Article 505.7 (A); change to read as follows:

505.7 Special Precaution.

This article requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care regarding the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

- (A) Implementation of Zone Classification System.** Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified licensed Professional Engineer in the State of Texas.

Article 690.9 (D); change to read as follows:

690.9 (D) Transformers.

Overcurrent protection for power transformers shall be installed in accordance with 705.30(F).

{delete exception}

Article 695.6 (A)(1); change to read as follows:

695.6 (A) Supply Conductors.

(1) Services and On-Site Power Production Facilities.

Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.6, 230.9, and Parts III and IV of Article 230. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 230.6(1) or (2).

{delete exception}

Informative Annex H Administration and Enforcement of the 2023 National Electrical Code is amended to read as follows:

SCOPE, APPLICATION AND ADMINISTRATION

SECTION 101 GENERAL

[AH] 101.1 Title. These regulations shall be known as the Electrical Code of the Town of Prosper hereinafter referred to as "this Code."

[AH] 101.2 Scope. The provisions of this Code shall apply to the erection, installation, alteration, repairs, relocation, replacement, addition to, use, or maintenance of electrical systems within this jurisdiction. This Code shall also regulate the installation of electrical conductors, equipment, and raceways; signaling and communications conductors, equipment, and raceways; and optical fiber cables and raceways as identified in Article 90 of this Code. Provisions in the appendices shall not apply unless specifically adopted.

[AH] 101.3 Intent. The purpose of this Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance, or use of electrical systems and equipment.

[AH] 101.4 Severability. If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code.

SECTION 102 APPLICABILITY

[AH] 102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code specify different materials, methods of construction, or other requirements, the most restrictive shall govern.

[AH] 102.2 Existing installations. Electrical systems lawfully in existence at the time of the adoption of this Code shall be permitted to have their use and maintenance continued if the use, maintenance, or repair is in accordance with the original design and no hazard to life, health, or property is created by such electrical system.

[AH] 102.3 Maintenance. All electrical systems, materials and appurtenances, both existing and new, and all parts thereof, shall be maintained in proper operating condition in accordance with the original design in a safe condition. All devices or safeguards required by this Code shall be maintained in compliance with the code edition under which they were installed. The owner or the owner's designated agent shall be responsible for maintenance of electrical systems. To determine compliance with this provision, the Code Official shall have the authority to require any electrical system to be reinspected.

[AH] 102.4 Additions, alterations or repairs. Additions, alterations, renovations, or repairs to any electrical system shall conform to that required for a new electrical system without requiring the existing electrical system to comply with all the requirements of this Code unless determined by the Code Official that it is necessary to change part of or all of the existing electrical system to safeguard life or limb, health, property, and public welfare. Additions, alterations, or repairs shall not cause an existing system to become unsafe, insanitary, or overloaded. Minor additions, alterations, renovations, and repairs to existing electrical systems shall meet the provisions for new construction, unless such work is done in the same manner and arrangement as was in the existing system, is not hazardous and is approved.

[AH] 102.5 Change in occupancy. It shall be unlawful to make any change in the occupancy of any structure that will subject the structure to any special provision of this Code applicable to the new occupancy without approval of the Code Official. The Code Official shall certify that such structure meets the intent of the provisions of law governing building construction for the proposed new occupancy and that such change of occupancy does not result in any hazard to the public health, safety, or welfare.

[AH] 102.6 Historic buildings. The provisions of this Code relating to the construction, alteration, repair, enlargement, restoration, relocation, or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety, and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation, or moving of buildings.

[AH] 102.7 Moved buildings. Except as determined by Section 102.2, electrical systems that are a part of buildings or structures moved into or within the jurisdiction shall comply with the provisions of this Code for new installations.

[AH] 102.8 Referenced codes and standards. The codes and standards referenced in this Code, when specifically adopted, shall be considered as part of the requirements of this Code to the prescribed extent of each such reference. Where the differences occur between provisions of this Code and the referenced standards, the provisions of this Code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well.

[AH] 102.8.1 Conflicts. Where conflicts occur between provisions of this Code and the referenced standards, the provisions of this code shall apply.

[AH] 102.8.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this Code, the provisions of this Code, as applicable, shall take precedence over the provisions in the referenced code or standard.

[AH] 102.9 Requirements not covered by code. Any requirements necessary for the strength, stability, or proper operation of an existing or proposed electrical system, or for the public safety, health, and general welfare, not specifically covered by this code shall be determined by the Code Official.

[AH] 102.10 Other laws. The provisions of this Code shall not be deemed to nullify any provisions of local, state, or federal law.

[AH] 102.11 Application of references. Reference to chapter section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this Code.

SECTION 103 DEPARTMENT OF ELECTRICAL INSPECTION

[AH] 103.1 General. The department of electrical inspection is hereby created and the executive official in charge thereof shall be known as the Code Official.

[AH] 103.2 Appointment. The Code Official shall be appointed by the chief appointing authority of the jurisdiction.

[AH] 103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Code Official shall have the authority to appoint a Deputy Code Official, other related technical officers, inspectors, and other employees. Such employees shall have powers as delegated by the Code Official.

[AH] 103.4 Liability. The Code Official, member of the Board of Appeals, or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this Code shall be defended by the legal

representative of the jurisdiction until the final termination of the proceedings. The Code Official or any subordinate shall not be liable for costs in any action, suit, or proceeding that is instituted in pursuance of the provisions of this Code.

SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL

[AH] 104.1 General. The Code Official is hereby authorized and directed to enforce the provisions of this Code. The Code Official shall have the authority to render interpretations of this Code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this Code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this Code.

[AH] 104.2 Applications and permits. The Code Official shall receive applications, review construction documents, and issue permits for the installation and alteration of electrical systems, inspect the premises for which such permits have been issued, and enforce compliance with the provisions of this Code.

[AH] 104.3 Inspections. The Code Official shall make all the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Code Official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

[AH] 104.4 Right of entry. Whenever it is necessary to make an inspection to enforce the provisions of this Code, or whenever the Code Official has reasonable cause to believe that there exists in any building or upon any premises any conditions or violations of this Code that make the building or premises unsafe, dangerous, or hazardous, the Code Official shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties imposed upon the Code Official by this Code. If such building or premises is occupied, the Code Official shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the Code Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Code Official shall have recourse to every remedy provided by law to secure entry. When the Code Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner, occupant, or person having charge, care, or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Code Official for the purpose of inspection and examination pursuant to this Code.

[AH] 104.5 Identification. The Code Official shall carry proper identification when inspecting structures or premises in the performance of duties under this Code.

[AH] 104.6 Notices and orders. The Code Official shall issue all necessary notices or orders to ensure compliance with this Code.

[AH] 104.7 Department records. The Code Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for the retention of public records.

SECTION 105 APPROVAL

[AH] 105.1 Modifications. Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Code Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Code Official shall first find that special individual reason makes the strict letter of this Code impractical, the modification conforms to the intent and purpose of this Code, and that such modification does not lessen health, life, and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the electrical inspection department.

[AH] 105.2 Alternative materials, methods and equipment. The provisions of this Code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this Code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved when the Code Official finds that the proposed alternative material, method, or equipment complies with the intent of the provisions of this Code and is at least the equivalent of that prescribed in this Code.

[AH] 105.2.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this Code, shall consist of valid research reports from approved sources.

[AH] 105.3 Required testing. Whenever there is insufficient evidence of compliance with the provisions of this Code, evidence that a material or method does not conform to the requirements of this Code, or in order to substantiate claims for alternate materials or methods, the Code Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction.

[AH] 105.3.1 Test methods. Test methods shall be as specified in this Code or by other recognized test standards. In the absence of recognized and accepted test methods, the Code Official shall approve the testing procedures.

[AH] 105.3.2 Testing agency. All tests shall be performed by an approved agency.

[AH] 105.3.3 Test reports. Reports of tests shall be retained by the Code Official for the period required for retention of public records.

[AH] 105.4 Approved materials and equipment. Materials, equipment, and devices approved by the Code Official shall be constructed and installed in accordance with such approval.

[AH] 105.4.1 Material and equipment reuse. Materials, equipment, and devices shall not be reused unless such elements have been reconditioned, tested, placed in good and proper working condition, and approved.

SECTION 106 PERMITS

[AH] 106.1 When required. Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical system, the installation of which is regulated by this Code, or to cause any such work to be done, shall first make application to the Code Official and obtain the required permit for the work.

[AH] 106.2 Exempt work. The following work shall be exempt from the requirement for a permit:

1. The work identified in Article 90.2(8) as not being covered by this Code.

[AH] 106.3 Application for permit. Each application for a permit, with the required fee, shall be filed with the Code Official on a form furnished for that purpose and shall contain a general description of the proposed work and its location. The application shall be signed by the owner or an authorized agent. The permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure and shall contain such other information required by the Code Official.

[AH] 106.3.1 Construction documents. Construction documents, engineering calculations, diagrams and other such data shall be submitted, as required by the Code Official, with each application for a permit. The Code Official shall require construction documents, computations, and specifications to be prepared and designed by a registered design professional when required by state law. Construction

documents shall be drawn to scale and shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that the work conforms to the provisions of this Code. Construction documents for buildings more than two (2) stories in height shall indicate where penetrations will be made for pipes, conduits, wiring, equipment, fittings, and components and shall indicate the materials and methods for maintaining required structural safety, fire-resistance rating, and fireblocking.

Exception: The Code Official shall have the authority to waive the submission of construction documents, calculations, or other data if the nature of the work applied for is such that reviewing of construction documents is not necessary to determine compliance with this Code.

[AH] 106.3.2 Preliminary inspection. Before a permit is issued, the Code Official is authorized to inspect and evaluate the systems, equipment, buildings, devices, premises, and spaces, or areas to be used.

[AH] 106.3.3 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned one hundred 180 (180) days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Code Official shall have the authority to grant one (1) or more extensions of time for additional periods not exceeding ninety (90) days each. The extension shall be requested in writing and justifiable cause demonstrated.

[AH] 106.4 By whom application is made. Application for a permit shall be made by the person or agent to install all or part of any electrical system. The applicant shall meet all qualifications established by statute, by rules promulgated by this Code, by Ordinance, or by Resolution. The full name and address of the applicant shall be stated in the application.

[AH] 106.5 Permit issuance. The application, construction documents, and other data filed by an applicant for permit shall be reviewed by the Code Official. If the Code Official finds that the proposed work conforms to the requirements of this Code and all laws and ordinances applicable thereto, and that the fees specified in Section I 06.6 have been paid, a permit shall be issued to the applicant.

[AH] 106.5.1 Approved construction documents. When the Code Official issues the permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "APPROVED." Such approved construction documents shall not be changed, modified, or altered without authorization from the Code Official. All work shall be done in accordance with the approved construction documents. The Code Official shall have the authority to issue a permit for the construction of a part of an electrical system before the entire construction documents for the whole system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this Code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire electrical system will be granted.

[AH] 106.5.2 Validity. The issuance of a permit or approval of construction documents shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or any other ordinance of the jurisdiction. No permit presuming to give authority to violate or cancel the provisions of this Code shall be valid. The issuance of a permit based upon construction documents and other data shall not prevent the Code Official from thereafter requiring the correction of errors in said construction documents and other data or from preventing building operations being carried on thereunder when in violation of this Code or of other ordinances of this jurisdiction.

[AH] 106.5.3 Expiration. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after the issuance, or if the work authorized by such permit is suspended, abandoned, or lacks any required inspection for a period of 180 days after the time the work is commenced. The Code Official is authorized to grant, in writing, one (1) or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

[AH] 106.5.4 Extensions. Any permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under said permit when work is

unable to be commenced within the time required by this Section for good and satisfactory reasons. The Code Official shall extend the time for action by the permittee for a period not exceeding 180 days if there is reasonable cause. No permit shall be extended more than once.

[AH] 106.5.5 Suspension or revocation of permit. The Code Official shall have the authority to suspend or revoke a permit issued under the provisions of this Code wherever the permit is issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance, regulation or any of the provisions of this Code.

[AH] 106.5.6 Retention of construction documents. One (1) set of approved construction documents shall be retained by the Code Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. One (1) set of approved construction documents shall be kept on the site of the building or work at all times.

[AH] 106.5.7 Previous approvals. This Code shall not require changes in the construction documents, construction, or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this Code and has not been abandoned.

[AH] 106.5.8 Posting of permit. The permit or a copy shall be kept on the site of the work until the completion of the project.

[AH] 106.6 Fees. A permit shall not be issued until the fees prescribed in Section 106.6.2 have been paid, and an amendment to a permit shall not be released until the additional fee, if any, due to an increase of the electrical systems, has been paid.

[AH] 106.6.1 Work commencing before permit issuance. Any person who commences any work on an electrical system prior to obtaining the necessary permits shall be subject to 100% of the usual permit fee in addition to the required permit fees.

[AH] 106.6.2 Fee schedule. The fees for all electrical work shall be as indicated in the Town of Prosper Fee Schedule as adopted by the City Council.

[AH] 106.6.3 Fee refunds. The Code Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
3. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

SECTION 107 INSPECTIONS AND TESTING

[AH] 107.1 General. The Code Official is authorized to conduct such inspections as are deemed necessary to determine compliance with the provisions of this Code. Construction or work for which a permit is required shall be subject to inspection by the Code Official, and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this Code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this Code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Code

Official nor the jurisdiction shall be liable for expenses entailed in the removal or replacement of any material required to allow inspection.

[AH] 107.2 Required inspections and testing. The Code Official, upon notification from the permit holder or the permit holder's agent, shall make the following inspections, such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or an agent of any violations that shall be corrected. The holder of the permit shall be responsible for the scheduling of such inspections.

1. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping and conduit installed, and before any backfill is put in place.
2. Rough-in inspection shall be made after the roof, framing, fireblocking, firestopping, draftstopping, and bracing is in place, all electrical systems are roughed-in, and prior to the installation of wall or ceiling membranes.
3. Final inspection shall be made after the building is complete, all electrical fixtures are in place and properly connected, and the structure is ready for occupancy.

[AH] 107.2.1 Other inspections. In addition to the inspections specified above, the Code Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this Code and other laws that are enforced.

[AH] 107.2.2 Inspection requests. It shall be the duty of the holder of the permit or their duly authorized agent to notify the Code Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this Code.

[AH] 107.2.3 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Code Official. The Code Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this Code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Code Official.

[AH] 107.2.4 Approved agencies. The Code Official is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

[AH] 107.2.5 Evaluation and follow-up inspection services. Prior to the approval of a closed, prefabricated electrical system and the issuance of an electrical permit, the Code Official may require the submittal of an evaluation report on each prefabricated electrical system indicating the complete details of the electrical system, including a description of the system and its components, the basis upon which the electrical system is being evaluated, test results and similar information, and other data as necessary for the Code Official to determine conformance to this Code.

[AH] 107.2.5.1 Evaluation service. The Code Official shall designate the evaluation service of an approved agency as the evaluation agency, and review such agency's evaluation report for adequacy and conformance to this Code.

[AH] 107.2.5.2 Follow-up inspection. Except where ready access is provided to all electrical systems, service equipment, and accessories for complete inspection at the site without disassembly or dismantling, the Code Official shall conduct the frequency of in-plant inspections necessary to ensure conformance to the approved evaluation report or shall designate an independent, approved inspection agency to conduct such inspections. The inspection agency shall furnish the Code Official with the follow-up inspection manual and a report of inspections upon request, and the electrical system shall have an identifying label permanently affixed to the system indicating that factory inspections have been performed.

[AH] 107.2.5.3 Test and inspection records. All required test and inspection records shall be available to the Code Official at all times during the fabrication of the electrical system and the erection of the building, or such records as the Code Official designates shall be filed.

[AH] 107.3 Special inspections. Special inspections of alternative engineered design electrical systems shall be conducted in accordance with Sections 107.3.1 and 107.3.2.

[AH] 107.3.1 Periodic inspection. The registered design professional or designated inspector shall periodically inspect and observe the alternative engineered design to determine that the installation is in accordance with the approved construction documents. All discrepancies shall be brought to the immediate attention of the electrical contractor for correction. Records shall be kept of all inspections.

[AH] 107.3.2 Written report. The registered design professional shall submit a final report in writing to the Code Official upon completion of the installation, certifying that the alternative engineered design conforms to the approved construction documents. A notice of approval for the electrical system shall not be issued until a written certification has been submitted.

[AH] 107.4 Testing. Electrical work and systems shall be tested as required by this Code and in accordance with Sections 107.4.1 through 107.4.3. Tests shall be made by the permit holder and observed by the Code Official.

[AH] 107.4.1 New, altered, extended or repaired systems. New electrical systems and parts of existing systems that have been altered, extended, or repaired shall be inspected and tested as required by the Code Official.

[AH] 107.4.2 Equipment, material and labor for tests. All equipment, material, and labor required for testing an electrical system or part thereof shall be furnished by the permit holder.

[AH] 107.4.3 Reinspection and testing. Where any work or installation does not pass any initial test or inspection, the necessary corrections shall be made to comply with this Code. The work or installation shall then be resubmitted to the Code Official for inspection and testing.

[AH] 107.5 Approval. After the prescribed tests and inspections indicate that the work complies in all respects with this Code, a notice of approval shall be issued by the Code Official.

[AH] 107.5.1 Revocation. The Code Official is authorized to, in writing, suspend or revoke a notice of approval issued under the provisions of this Code wherever the notice is issued in error, on the basis of incorrect information supplied, or where it is determined that the building or structure, premise or portion thereof is in violation of any ordinance or regulation or any of the provisions of this Code.

[AH] 107.6 Temporary connection. The Code Official shall have the authority to authorize the temporary connection of the building or system to the utility source for the purpose of testing electrical systems or for use under a temporary certificate of occupancy.

[AH] 107.7 Connection of service utilities. A person shall not make connections from a utility, source of energy, or power system to any building or system that is regulated by this Code for which a permit is required until authorized by the Code Official.

SECTION 108 VIOLATIONS

[AH] 108.1 Unlawful acts. It shall be unlawful for any person, firm, or corporation to erect, construct, alter, repair, remove, demolish, or utilize any electrical system, or cause same to be done, in conflict with or in violation of any of the provisions of this Code.

[AH] 108.2 Notice of violation. The Code Official shall serve a notice of violation or order to the person responsible for the erection, installation, alteration, extension, repair, removal, or demolition of electrical

work in violation of the provisions of this Code, in violation of a detail statement or the approved construction documents thereunder, or in violation of a permit or certificate issued under the provisions of this Code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

[AH] 108.3 Prosecution of violation. If the notice of violation is not complied with promptly, the Code Official shall request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Code or of the order or direction made pursuant thereto.

[AH] 108.4 Violation penalties. Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, or repair electrical work in violation of the approved construction documents, directive of the Code Official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a misdemeanor and upon conviction may be fined up to the maximum amount allowed by Texas Law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

[AH] 108.5 Stop work orders. Upon notice from the Code Official, work on any electrical system that is being done contrary to the provisions of this Code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the Code Official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as required herein by this Code.

[AH] 108.6 Abatement of violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to prevent unlawful construction or to restrain, correct, or abate a violation, to prevent illegal occupancy of a building, structure, or premises, or to stop an illegal act, conduct, business, or utilization of the electrical system on or about any premises.

[AH] 108.7 Unsafe Electrical Systems. Any electrical systems regulated by this Code that is unsafe, that constitutes a fire or health hazard, or is otherwise dangerous to human life is hereby declared unsafe. Any use of electrical systems regulated by this Code constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is hereby declared an unsafe use. Any such unsafe electrical system is hereby declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition, or removal.

[AH] 108.7.1 Authority to condemn equipment. Whenever the Code Official determines that any electrical system, or portion thereof, regulated by this Code has become hazardous to life, health, or property the Code Official shall order in writing that such electrical system either be removed or restored to a safe condition. A time limit for compliance with such order shall be specified in the written notice. No person shall use or maintain a defective electrical system after receiving such notice. When such electrical system is to be disconnected, written notice as prescribed in Section 108.2 shall be given. In cases of immediate danger to life or property, such disconnection shall be made immediately without such notice.

[AH] 108.7.2 Authority to disconnect service utilities. The Code Official shall have the authority to authorize disconnection of utility service to the building, structure, or system regulated by the technical codes in case of an emergency, where necessary, to eliminate an immediate danger to life or property. Where possible, the owner and occupant of the building, structure, or service system shall be notified of the decision to disconnect utility service prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service systems shall be notified in writing, as soon as practical thereafter.

[AH] 108.7.3 Connection after order to disconnect. No person shall make connections from any energy or power supply system or supply energy or power supply to any equipment regulated by this Code that has been disconnected, ordered to be disconnected by the Code Official, or the use of which has been ordered to be discontinued by the Code Official until the Code Official authorizes the reconnection and use of such equipment. When any electrical system is maintained in violation of this Code, and in violation of any notice issued pursuant to the provisions of this Section, the Code Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

SECTION 109 MEANS OF APPEAL

[AH] 109.1 Application for appeal. Any person shall have the right to appeal a decision of the Code Official to the Board of Appeals as established by ordinance. The board shall be governed by the Town of Prosper's enabling ordinance.

END



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: Property Acquisition – Coit Road (First - Frontier)

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 1. Acceleration of Infrastructure

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 for the construction of the Coit Road (First-Frontier) 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 Coit Road (First to Frontier) project. To facilitate the construction of the project, it is necessary for the Town to acquire several parcels of right-of-way. The seven (7) properties impacted by the design are identified in the attached Resolution, and the Location Map included with this agenda item depicts the properties 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:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council approve a resolution declaring the public necessity to acquire certain properties for right-of-way for the construction of the Coit Road (First-Frontier) 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.

Proposed Motion:

I move to approve a resolution declaring the public necessity to acquire certain properties for right-of-way for the construction of the Coit Road (First-Frontier) 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.

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.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2023-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, DECLARING THE PUBLIC NECESSITY TO ACQUIRE CERTAIN REAL PROPERTIES FOR RIGHT-OF-WAY FOR THE CONSTRUCTION OF THE COIT ROAD (FIRST-FRONTIER) PROJECT; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITIONS; 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 certain property interests for the construction of the Coit Road (First – Frontier) 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 interests (collectively referred to as the "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 Coit Road (First – Frontier) 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 the Property.

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

- 1 (Parcel 1) Approximately 0.891 acres of real property for right-of-way, situated generally in the Abiah Dyer Survey, Abstract Number 258, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20150706000823550 of the Official Public Records of Collin County, Texas
- 2 (Parcel 2 and 3) Approximately 0.762 acres of real property for right-of-way, situated generally in the Elisha Chambers Survey, Abstract Number 179, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20091211001487200 of the Official Public Records of Collin County, Texas
- 3 (Parcel 5) Approximately 0.520 acres of real property for right-of-way, situated generally in the Elisha Chambers Survey, Abstract Number 179, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20120803000955070 of the Official Public Records of Collin County, Texas
- 4 (Parcel 6) Approximately 0.005 acres of real property for right-of-way, situated generally in the William H. Thomason Survey, Abstract Number 895, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20180206000150930 of the Official Public Records of Collin County, Texas
- 5 (Parcel 7) Approximately 0.525 acres of real property for right-of-way, situated generally in the William H. Thomason Survey, Abstract Number 895, Collin County, Texas and being part of that certain tract of land described as recorded in Instrument Number 20061212001746620 of the Official Public Records of Collin County, Texas
- 6 (Parcel 8) Approximately 0.462 acres of real property for right-of-way, situated generally in the William H. Thomason Survey, Abstract Number 895, Collin County, Texas and being part of that certain tract of land described as recorded in Book 2172, Page 526 of the Land 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.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, BY A VOTE OF ___ TO ___ ON THIS THE 10TH DAY OF OCTOBER 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT 1**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

BEING a **0.891 acre** (38,803 square foot) tract of land located in the Abiah Dyer Survey, Abstract No. 258, Town of Prosper, Collin County, Texas, and being part of a 10.00 acre tract of land described in the General Warranty Deed to the R. L. White Living Trust recorded as Instrument No. 20150706000823550 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.). Said **0.891 acre** tract being more particularly bounded and described as follows:

COMMENCING at a 1/2 -inch iron rod found on the South right-of-way line of Frontier Road (variable width right of way), for the Northeast corner of said R. L. White Living Trust tract;

THENCE along the South right-of-way line of said Frontier Road and the Easterly North line of said R. L. White Living Trust tract, South 89°45'35" West a distance of 288.75 feet to a point for the Easterly Northwest corner of said R. L. White Living Trust tract;

THENCE continuing along the South right-of-way line of said Frontier Road and a North line of said R. L. White Living Trust, South 44°45'56" West a distance of 106.03 feet to a point for an interior corner of said R. L. White Living Trust tract;

THENCE continuing along the South right-of-way line of said Frontier Road and the Westerly North line of said R. L. White Living Trust tract, South 89°45'56" West a distance of 5.55 feet to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set for the **POINT OF BEGINNING** (N: 7,147,566.65, E: 2,498,532.94) and Northeast corner hereof;

THENCE across said R. L. White Living Trust tract, **South 00°55'04" East** a distance of **1022.26 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set on the South line of said R. L. White Living Trust tract and the North line of Lot 37, Block S of Gentle Creek Estates Phase Seven, an addition to the Town of Prosper as shown on the plat recorded as Instrument No. 20060905010003760 O.P.R.C.C.T., for the Southeast corner hereof;

THENCE along the South line of said R. L. White Living Trust tract and the North line of said Lot 37, **South 89°36'58" West** at a distance of 19.00 feet passing a point on the existing right-of-way line of Coit Road (variable width right of way), continuing with a North line of the existing right-of-way line of said Coit Road a total distance of **36.47 feet** to a point for the Southwest corner of said R. L. White Living Trust tract and the Southwest corner hereof;

THENCE along the West line of said R. L. White Living Trust tract and the existing East right-of-way line of said Coit Road, **North 01°05'05" West** a distance of **1022.39 feet** to a point on the South right-of-way line of said Frontier Road, for the Northwest corner of said R. L. White Living Trust tract and the Northwest corner hereof;

THENCE along the Westerly North line of said R. L. White Living Trust tract and the South right-of-way line of said Frontier Road, North 89°45'56" East a distance of 39.45 feet to the **POINT OF BEGINNING** and containing **0.891 acres** (38,803 square feet) of land, more or less.

EXHIBIT 1 (Continued)

**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All distances and coordinates shown are surface values and can be converted to grid values by dividing by a surface adjustment factor of 1.000152710.

All areas shown herein are calculated based on surface measurements. All distances are measured in US Survey Feet.

This description is accompanied by a survey plat which covers the identical parcel that is described herein, signed and sealed on even date herewith and is hereby made a part of this document.

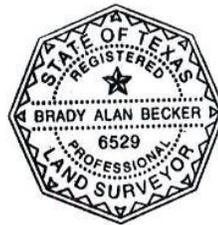
I, Brady Alan Becker, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an on-the-ground survey made under my supervision.



Brady Alan Becker
Registered Professional Land Surveyor
Texas Registration No. 6529

2020-02-06

Date



Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 10046702
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214

EXHIBIT 1 (Continued)

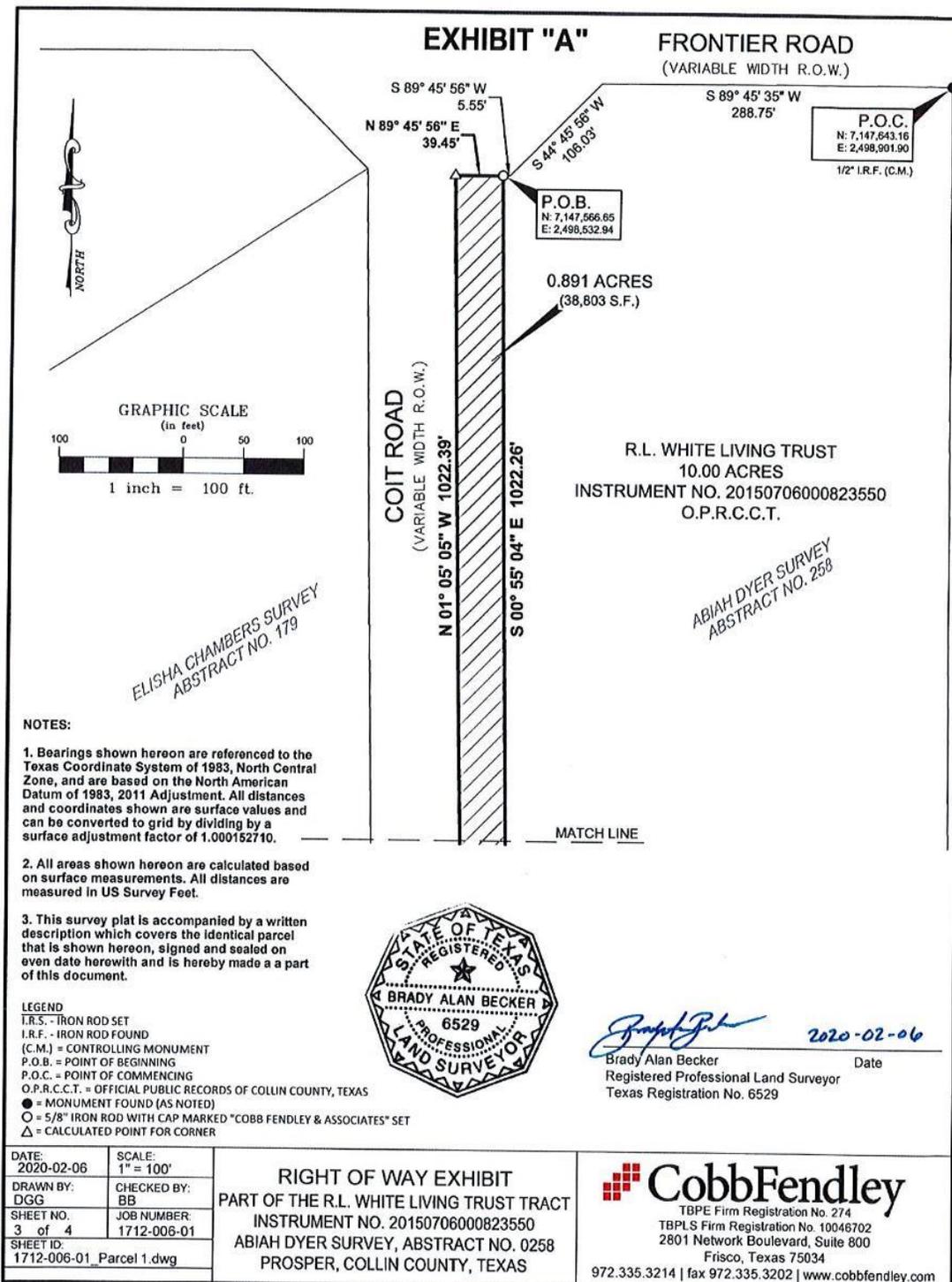


EXHIBIT 1 (Continued)

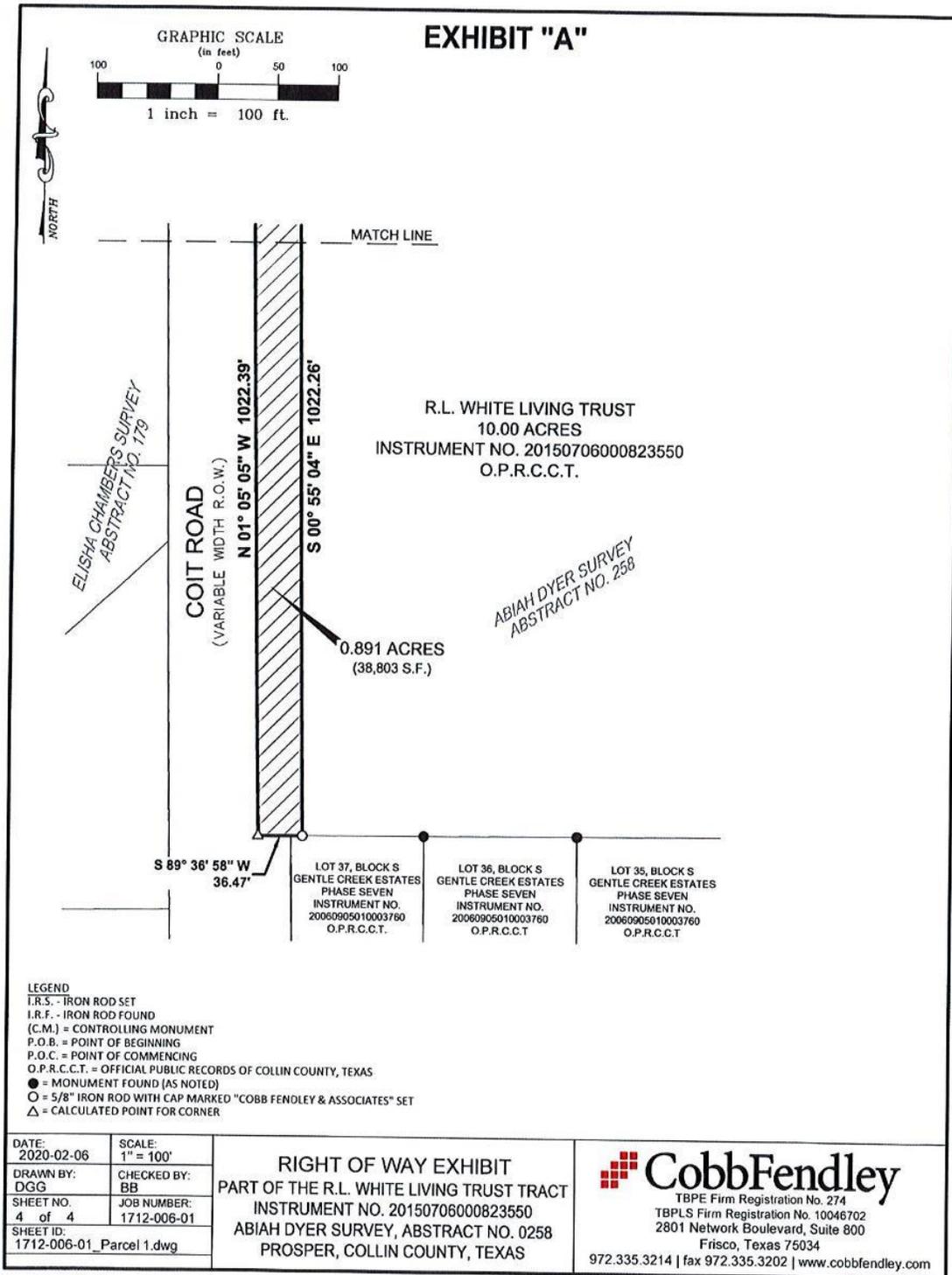


EXHIBIT 2**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

BEING a 0.762 acre (33,174 square foot) tract of land located in the Elisha Chambers Survey, Abstract No. 179, Town of Prosper, Collin County, Texas and being part of an 11.300 acre Tract I (North Tract) and an 11.930 acre Tract II (South Tract) described in the General Warranty Deed (with Vendor's Lien) to 3 R's Wilson, LLC recorded as Instrument No. 20091211001487200 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.). Said 0.762 acre tract being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found on the existing West right-of-way line of Coit Road (variable width right of way), the South right-of-way line of Fair Oaks Lane (50-foot wide right of way), for the Northeast corner of Lot 18, Block D of Highland Meadows Phase Three, an addition to the Town of Prosper as shown on the plat recorded as Instrument No. 2003-0164532 O.P.R.C.C.T.;

THENCE along the existing West right-of-way line of said Coit Road and the East line of said Lot 18, South 00°53'53" East a distance of 334.08 feet to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set in the North line of said North Tract, for the Southeast corner of said Highland Meadows Phase Three and the **POINT OF BEGINNING** (N: 7,145,908.00', E: 2,498,448.97');

THENCE along the existing South right-of-way line of said Coit Road and the North line of said North Tract, **North 89°30'01" East** a distance of **50.00 feet** to a point in the existing West right-of-way line of said Coit Road, for the Northeast corner of said North Tract;

THENCE along the existing West right-of-way line of said Coit Road and the East line of said North Tract, **South 00°58'31" East** at distance of 239.50 passing a point for the Northeast corner of said South Tract and the Southeast corner of said North Tract, continuing with the East line of said South Tract a total distance of **558.47 feet** to a point in the existing North right-of-way line of said Coit Road, for the Southeast corner of said South tract;

THENCE along the South line of said South tract and the existing North right-of-way line of said Coit Road, **South 86°46'48" West** a distance of **59.58 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set for the Southwest corner hereof; said iron rod set bears North 86°46'48" East a distance of 0.78 feet from the Northeast corner of Lot CA-2, Block C of Whispering Meadows, Phase 1, an addition to the Town of Prosper as shown on the plat recorded as Instrument No. 20080429010001650 O.P.R.C.C.T.;

THENCE across said South Tract, **North 00°55'04" West** at a distance of 318.21 feet passing a point in the South line of said North Tract and the North line of said South tract, continuing across said North tract a total distance of **561.29 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set on the North line of said North tract and the South line of said Lot 18;

THENCE along the North line of said North Tract and the South line of said Lot 18, **North 89°30'01" East** a distance of **8.97 feet** to the **POINT OF BEGINNING** and containing **0.762 acres** (33,174 square feet) of land, more or less.

1712-006-01_Parcel 2.docx

Sheet 1 of 3

EXHIBIT 2 (Continued)

**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone, and are based on the North American Datum of 1983, 2011 Adjustment. All distances and coordinates shown are surface values and can be converted to grid values by dividing by a surface adjustment factor of 1.000152710.

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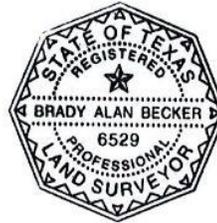
This description is accompanied by a survey plat which covers the identical parcel that is described herein, signed and sealed on even date herewith and is hereby made a part of this document.

I, Brady Alan Becker, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an on-the-ground survey made under my supervision.



Brady Alan Becker
Registered Professional Land Surveyor
Texas Registration No. 6529

2020-02-04
Date



Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 10046702
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214

EXHIBIT 2 (Continued)

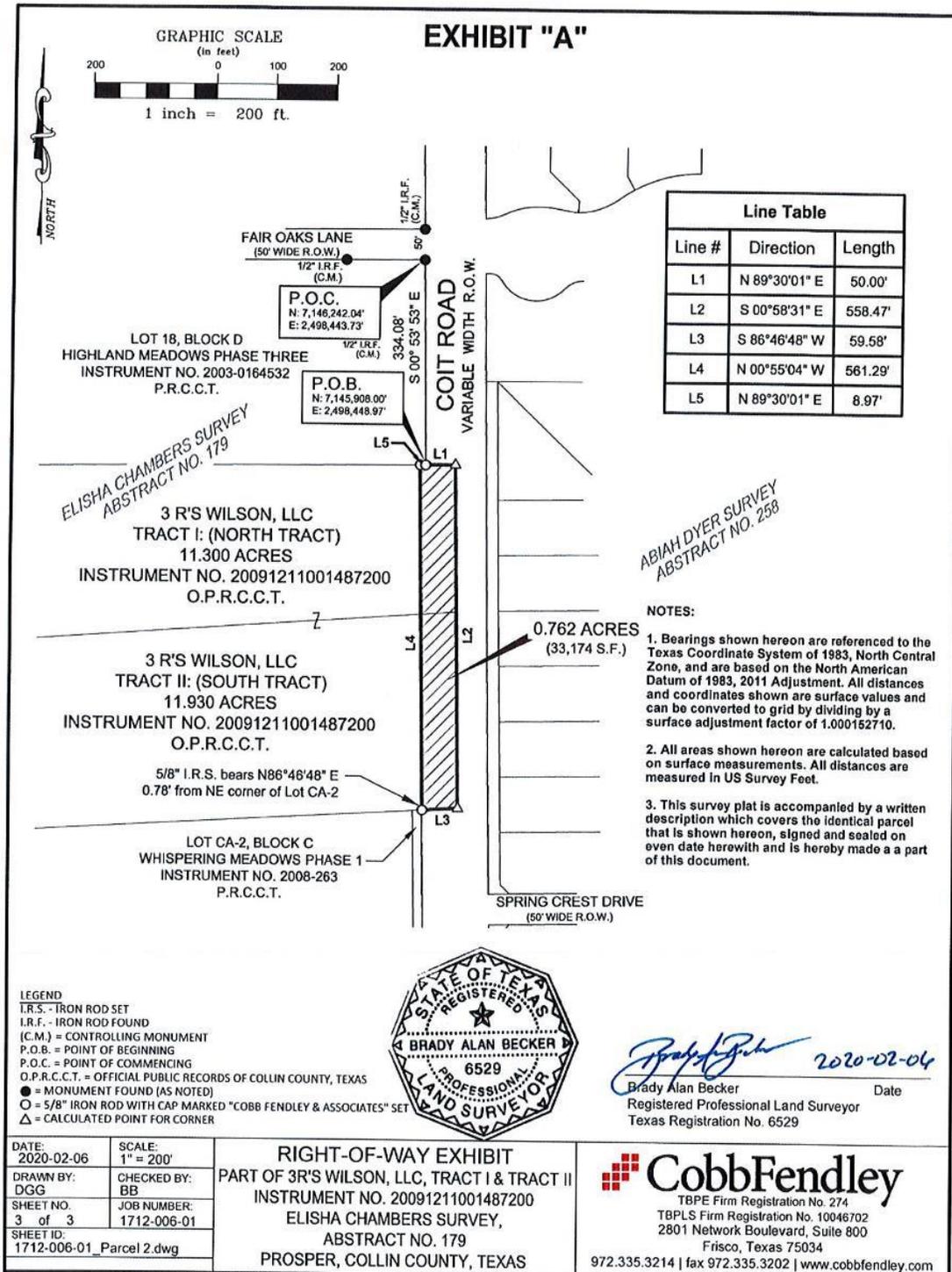


EXHIBIT 3**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

BEING a 0.520 acre (22,648 square foot) tract of land located in the Elisha Chambers Survey, Abstract No. 179, Town of Prosper, Collin County, Texas, and being part of the remainder from a 10.00 acre tract of land described in the Special Warranty Deed to NW Coit Ten, L C recorded as Instrument No. 20120803000955070 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.). Said **0.520 acre** tract being more particularly bounded and described as follows:

COMMENCING at a 1/2-inch iron rod found for the Southwest corner of Lot 5, Block G of Whispering Meadows, Phase 2, an addition to the Town of Prosper as shown on the plat recorded as Instrument No. 20130723010002220 O.P.R.C.C.T., and on the North line of Lot 27, Block J of Falls of Prosper Phase 2, an addition to the Town of Prosper as shown on the plat recorded as Instrument No. 20190903010003810 O.P.R.C.C.T.;

THENCE along the South line of said Lot 5 and the South line of Lot CA-3 of Whispering Meadows, Phase 1, an addition to the Town of Prosper as shown on the plat recorded as Instrument No. 20080429010001650 O.P.R.C.C.T, and the North line of said Lot 27 and North line of Lot 28X, Block J of said Falls of Prosper Phase 2, South 89°25'59" East a distance of 230.26 feet to a point in the existing West right-of-way line of Coit Road (variable width right of way), for the Northeast corner of said Lot 28X;

THENCE along the East line of said Lot 28X and the existing West right-of-way line of Coit Road, South 00°36'03" East a distance of 342.29 feet to a 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" set for the Southeast corner of said Lot 28X, an interior corner of the existing West right-of-way line of Coit Road and the **POINT OF BEGINNING** (N: 7,143,191.97', E: 2,498,468.09') and Northwest corner hereof;

THENCE along the South line of the existing right-of-way line of Coit Road, **North 89°23'57" East** a distance of **70.47 feet** to a point in the East line of said 10.00 acre tract and the existing West right-of-way line of Coit Road, for the Northeast corner hereof;

THENCE along the East line of said 10.00 acre tract and the existing West right-of-way line of Coit Road, **South 00°36'02" East** a distance of **317.60 feet** to a point for the Southeast corner hereof;

THENCE along the existing North right-of-way line of Coit Road, **South 89°23'32" West** a distance of **72.14 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set for the Southwest corner hereof;

THENCE across said 10.00 acre tract, **North 00°17'56" West** a distance of **317.61 feet** to the **POINT OF BEGINNING** and containing **0.520 acres** (22,648 square feet) of land, more or less.

EXHIBIT 3 (Continued)

**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

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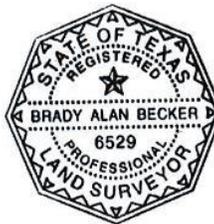
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I, Brady Alan Becker, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an on-the-ground survey made under my supervision.



Brady Alan Becker
Registered Professional Land Surveyor
Texas Registration No. 6529

2020-02-04
Date



Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 10046702
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
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EXHIBIT 3 (Continued)

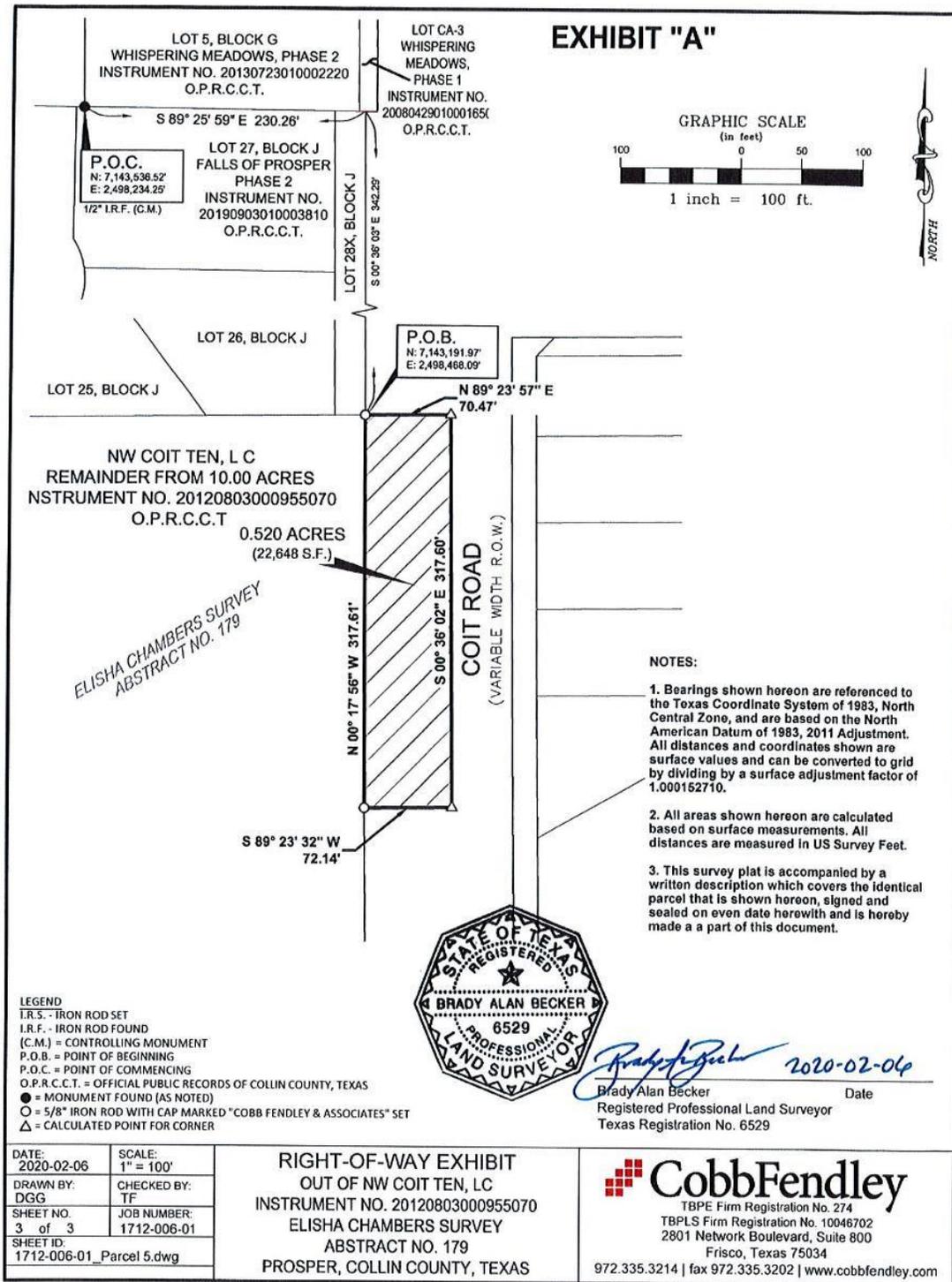


EXHIBIT 4**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

BEING a 0.005 acre (213 square foot) tract located in the William H. Thomason Survey, Abstract No. 895, Town of Prosper, Collin County, Texas and being part of Lot 1-X, Block G of Estates at Greenspoint-Phase 2A, an addition to the Town of Prosper as shown the plat recorded as Instrument No. 20080319010001040 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), said Lot 1-X being conveyed in the deed to The Estates at Greenspoint Residential Association, Inc. recorded as Instrument No. 20180206000150930 O.P.R.C.C.T. Said 0.005 acre tract being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found for the Southwest corner of Lot 10, Block G of said Estates at Greenspoint- Phase 2A;

THENCE along the Southwest line of said Lot 10, North 37°30'25" West a distance of 164.91 feet to a point on the South line of said Lot 1-X and the North line of a 25.029 acre tract described in the deed to Dauterman Family Irrevocable Trust recorded as Instrument No. 20061212001746620 O.P.R.C.C.T., for the Westerly Northwest corner of Lot 10, Block G of said Estates at Greenspoint Phase 2A;

THENCE along the South said Lot 1-X and the North line of said 25.029 acre tract, South 84°23'41" West a distance of 59.15 feet to a 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" set for the **POINT OF BEGINNING** (N: 7,139,094.21', E: 2,498,658.95') and Southeast corner hereof;

THENCE continuing along the South line of said Lot 1-X and the North line of said 25.029 acre tract, South 84°23'41" West a distance of 16.30 feet to a point on the existing East right-of-way line of Coit Road (variable width right of way), for the Southwest corner of said Lot 1-X and the Southwest corner hereof;

THENCE along the existing East right-of-way line of said Coit Road and the West line of said Lot 1-X, North 00°27'38" West a distance of 10.04 feet to a point on the existing South right-of-way line of said Greenspoint Lane (variable width right of way), for the Northwest corner of said Lot 1-X and the Northwest corner hereof;

THENCE along the South right-of-way line of said Greenspoint Lane and the North line of said Lot 1-X, North 84°23'42" East a distance of 26.34 feet to a 5/8-inch iron rod with cap marked "Cobb, Fendley & Associates" set for the Northeast corner hereof;

THENCE across said Lot 1-X, South 41°58'02" West a distance of 14.82 feet to the **POINT OF BEGINNING** and containing 0.005 acres (213 square feet) of land, more or less.

EXHIBIT 4 (Continued)

**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

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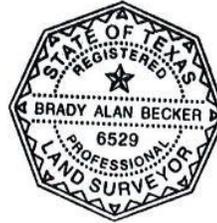
This description is accompanied by a survey plat which covers the identical parcel that is described herein, signed and sealed on even date herewith and is hereby made a part of this document.

I, Brady Alan Becker, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this description and plat represent an on-the-ground survey made under my supervision.



Brady Alan Becker
Registered Professional Land Surveyor
Texas Registration No. 6529

2020-02-06
Date



Cobb, Fendley & Associates, Inc.
TBPLS Firm Registration No. 10046702
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214

EXHIBIT 4 (Continued)

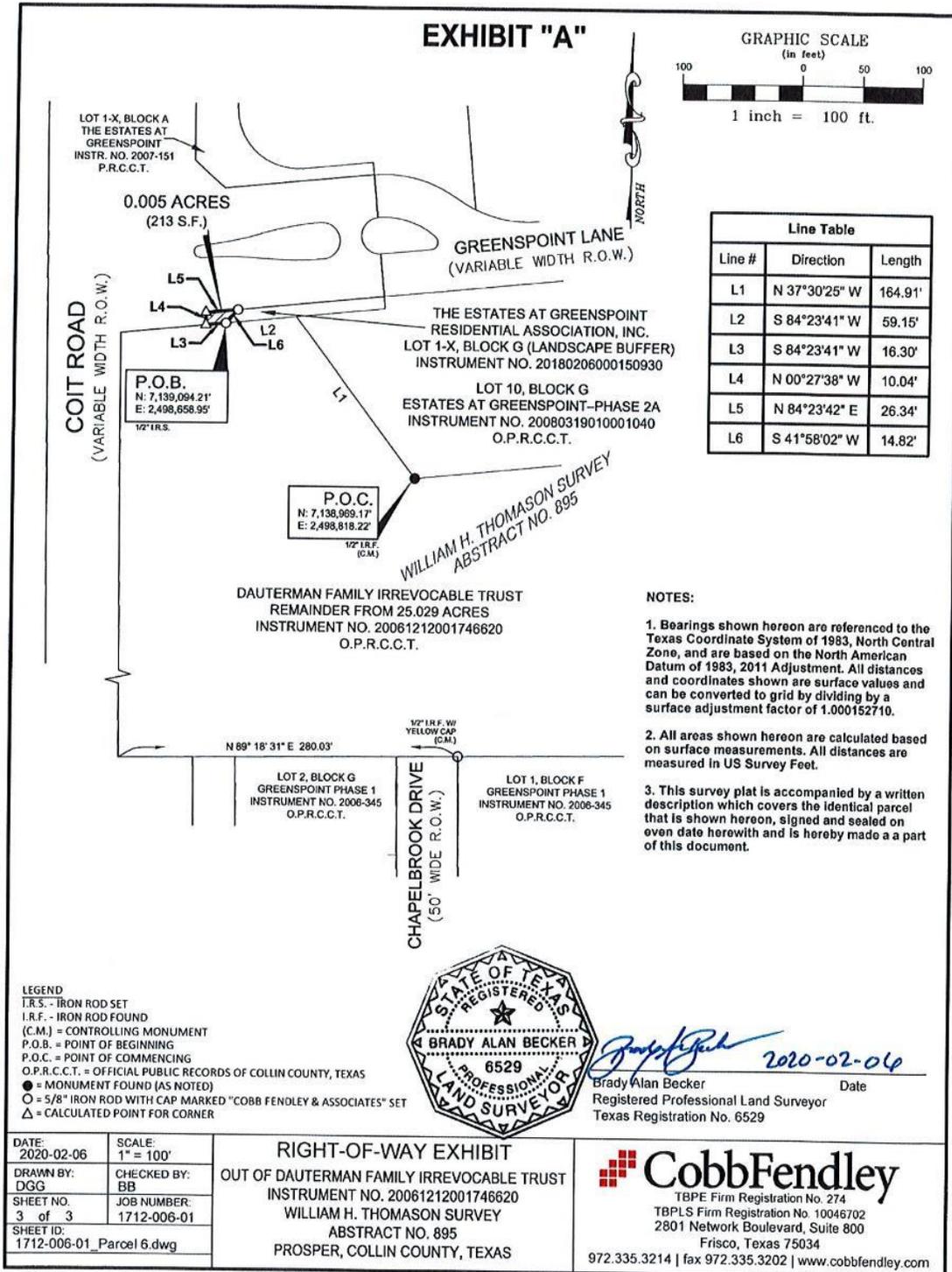


EXHIBIT 5**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

BEING a **0.525 acre** (22,863 square foot) tract located in the William H. Thomason Survey, Abstract No. 895, Town of Prosper, Collin County, Texas and being part of the remainder from a 25.029 acre tract of land described in the Warranty Deed to Dauterman Family Irrevocable Trust recorded as Instrument No. 20061212001746620 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.). Said **0.525 acre** tract being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found within said 25.029 acre tract, for the Southwest corner of Lot 10, Block G of Estates at Greenspoint Phase 2A, and addition to the Town of Prosper as shown the plat recorded as Instrument No. 20080319010001040 O.P.R.C.C.T.;

THENCE across said 25.029 acre tract, along the Southwest line of said Lot 10, North 37° 30' 25" West a distance of 164.91 feet to a point on the South line of Lot 1-X, Block G of said Estates at Greenspoint Phase 2A, for the Northwest corner of said Lot 10;

THENCE along the South line of said Lot 1-X, South 84° 23' 41" West a distance of 59.15 feet to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set for the **POINT OF BEGINNING** (N: 7,139,094.21', E: 2,498,658.95') and Northeast corner hereof;

THENCE across said Dauterman Family Irrevocable Trust tract as follows:

- 1) **South 41° 58' 02" West** a distance of **22.58 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set;
- 2) **South 00° 27' 38" East** a distance of **74.93 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set;
- 3) **South 04° 42' 46" West** a distance of **121.99 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley & Associates" set;
- 4) **South 00° 27' 38" East** a distance of **144.73 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley and Associates" set on the South line of said Dauterman Family Irrevocable Trust tract and the North line of a 25.029 acre Tract Three described in the deed to Mary Ann Barlow Vowan recorded in Book 2172, Page 526 of the Land Records of Collin County, Texas (L.R.C.C.T.), for the Southeast corner hereof;

THENCE along the South line of said Dauterman Family Irrevocable Trust tract and the North line of said Mary Ann Barlow Vowan tract, **South 86° 17' 57" West** a distance of **59.51 feet** to a point on the existing East right-of-way line of Coit Road, for the Southwest corner of said Dauterman Family Irrevocable Trust tract, the Northwest corner of said Mary Ann Barlow Vowan tract and the Southwest corner hereof;

THENCE along the West line of said Dauterman Family Irrevocable Trust tract and the existing East right-of-way line of said Coit Road, **North 00° 29' 19" West** a distance of **353.46 feet** to a point for the Northwest corner of said Dauterman Family Irrevocable Trust tract and the Northwest corner hereof;

EXHIBIT 5 (Continued)

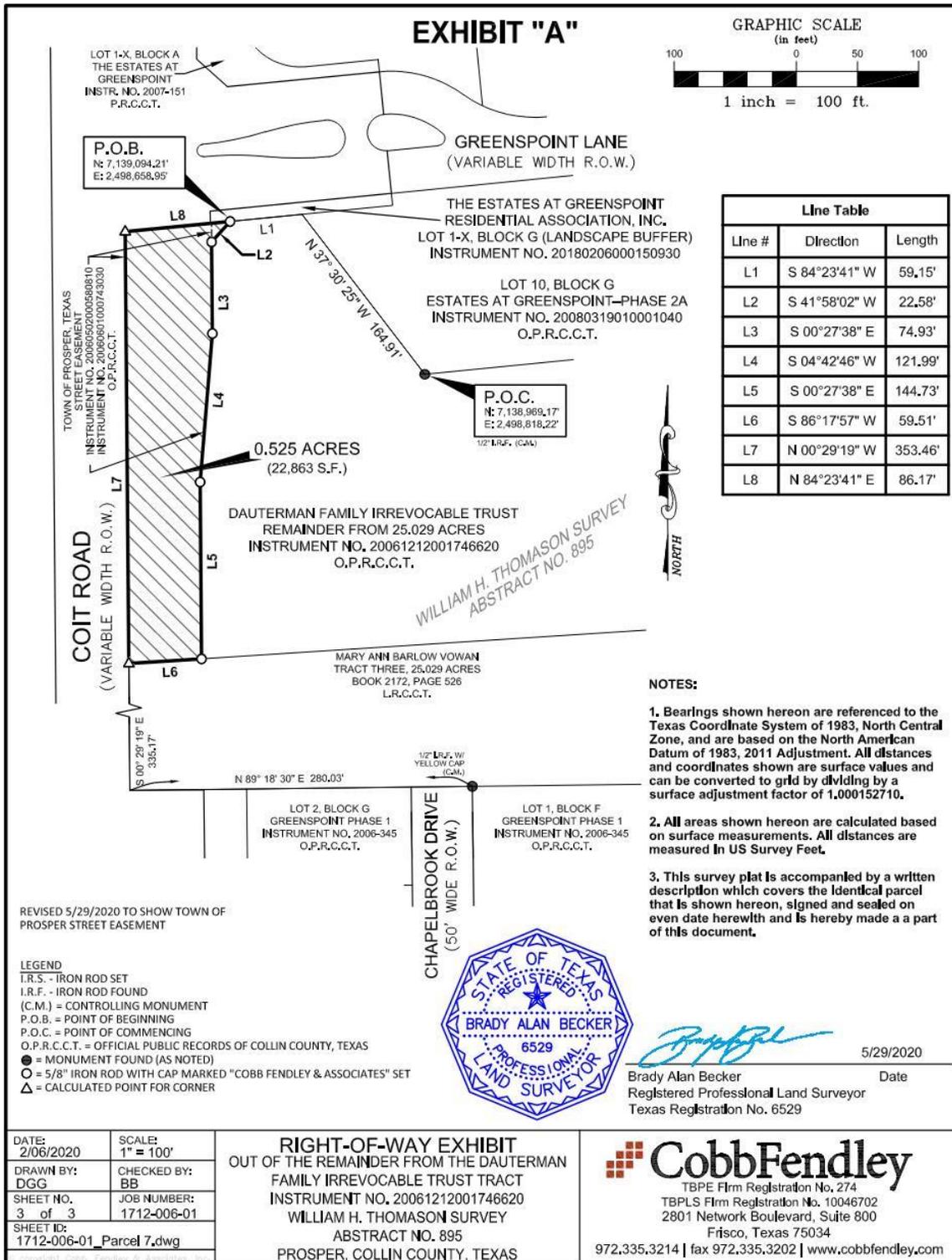


EXHIBIT 6**EXHIBIT "A"
COIT ROAD RIGHT OF WAY**

BEING a **0.462 acre** (20,140 square foot) tract located in the William H. Thomason Survey, Abstract No. 895, Town of Prosper, Collin County, Texas and being part of a 25.029 acre Tract Three described in the Partition Deed to Mary Ann Barlow Vowan as recorded in Book 2172, Page 526 of the Land Records of Collin County, Texas (L.R.C.C.T.). Said **0.462 acre** tract being more particularly bounded and described as follows:

COMMENCING at a 1/2-inch iron rod found for the Northeast corner of Chapelbrook Drive and the Northwest corner of Lot 1, Block F of Greenspoint-Phase 1, an addition to the Town of Prosper as shown on the plat recorded as Instrument No. 20060601010002310 of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.);

THENCE along the North line of the right-of-way of Chapelbrook Drive and the North line of Lot 2 and Lot CA-1, Block G of said Greenspoint Phase 1, the South line of said Mary Ann Barlow Vowan tract, South 89°18'30" West 219.67 feet to a 5/8-inch iron rod with cap marked "Cobb Fendley and Associates" set for the **POINT OF BEGINNING** (N: 7,138,397.92', E: 2,498,639.42') and Southeast corner hereof;

THENCE continuing along the South line of said Mary Ann Barlow Vowan tract, **South 89° 18' 30" West** a distance of **60.36 feet** to a point on the existing East right-of-way line of Coit Road (variable width right of way), for the Southwest corner of said Mary Ann Barlow Vowan tract and the Southwest corner hereof;

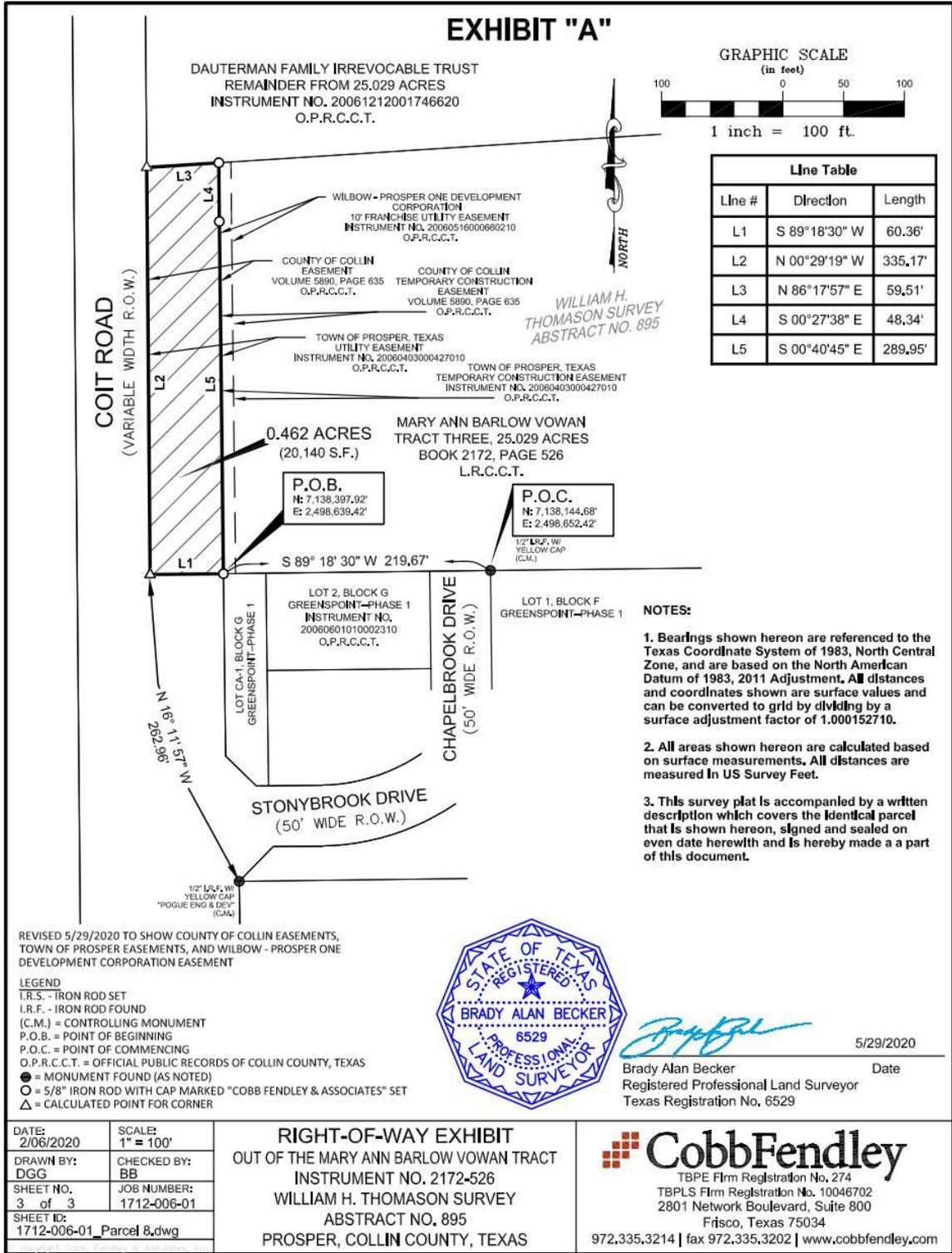
THENCE along the West line of said Mary Ann Barlow Vowan tract and the existing East right-of-way line of Coit Road, **North 00° 29' 19" West** a distance of **335.17 feet** to a point for the Northwest corner of said Mary Ann Barlow Vowan tract, the Southwest corner of a 25.029 acre tract described in the deed to the Dauterman Family Irrevocable Trust recorded as Instrument No. 20061212001746620 O.P.R.C.C.T. and the Northwest corner hereof;

THENCE along the North line of said Mary Ann Barlow Vowan tract and the South line of said Dauterman Family Irrevocable Trust tract, **North 86° 17' 57" East** a distance of **59.51 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley and Associates" set for the Northeast corner hereof;

THENCE across said Mary Ann Barlow Vowan tract as follows:

- 1) **South 00° 27' 38" East** a distance of **48.34 feet** to a 5/8-inch iron rod with cap marked "Cobb Fendley and Associates" set;
- 2) **South 00° 40' 45" East** a distance of **289.95 feet** to the **POINT OF BEGINNING** and containing **0.462 acres** (20,140 square feet) of land, more or less.

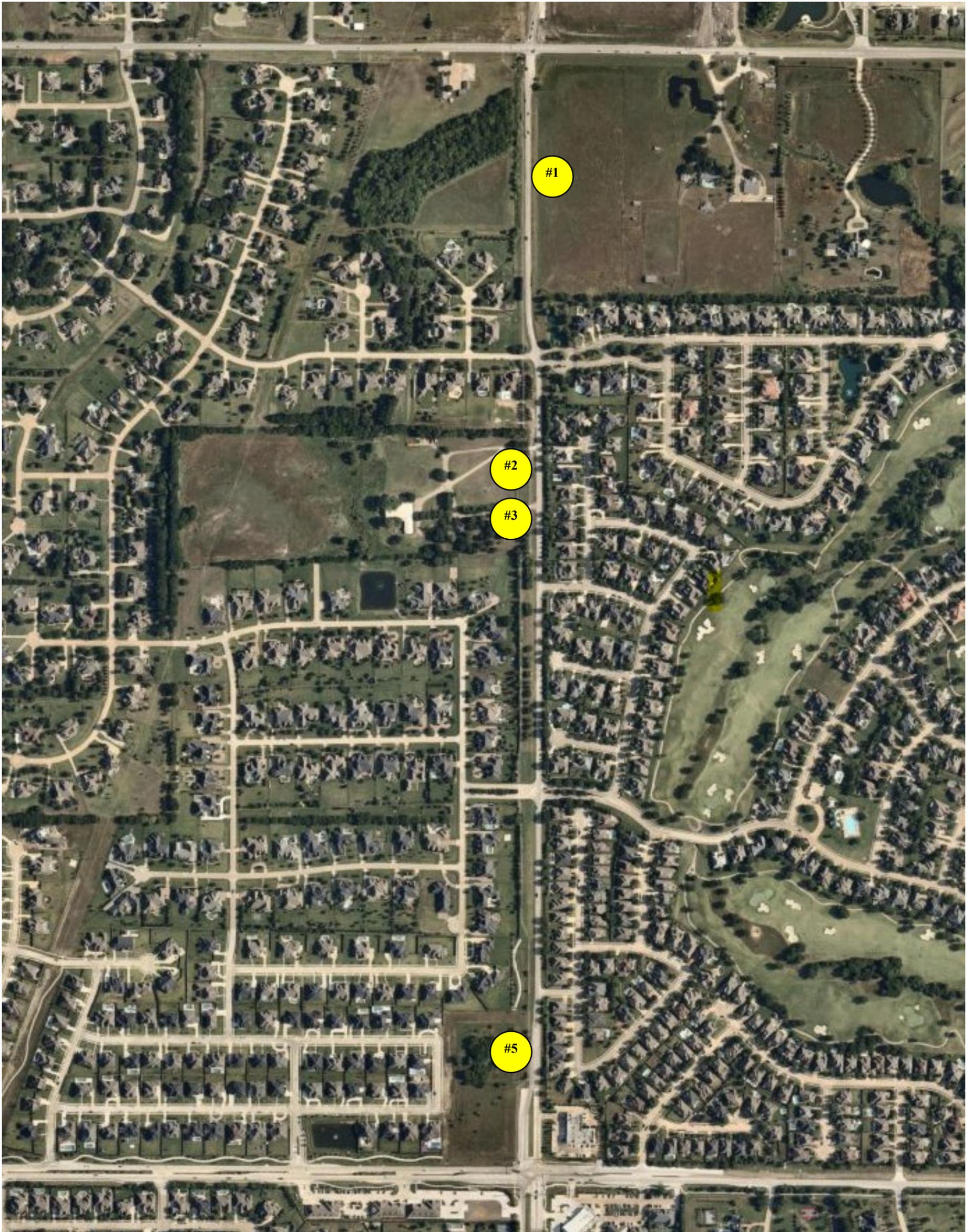
EXHIBIT 6 (Continued)



Coit Road Right-of-way and Easement Acquisition

Overall Location Map

Page 1 of 2

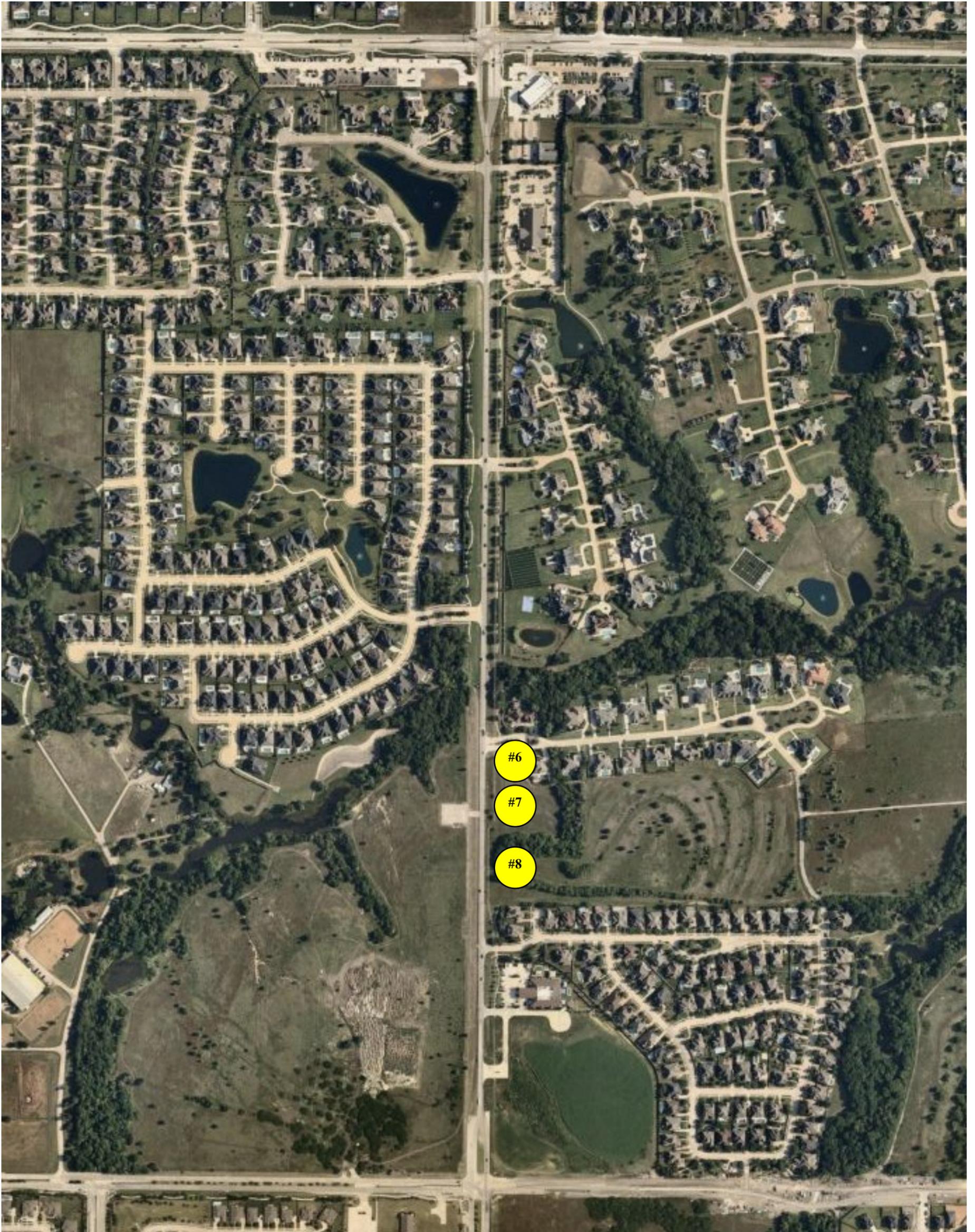


PARCEL #	OWNER	Right- of way (acres)
1	R.L. WHITE LIVING TRUST AND PATRICIA FRANK	0.891
2 & 3	3 R'S WILSON, LLC	0.762
5	NW COIT TEN LC	0.520

Coit Road Right-of-way and Easement Acquisition

Overall Location Map

Page 2 of 2



PARCEL #	OWNER	Right- of way (acres)
6	ESTATES AT GREENPOINT PHASE 2A	0.005
7	DAUTERMAN FAMILY IRREVOCABLE TRUST	0.525
8	MARY ANN BARLOW VOWAN	0.462



ADMINISTRATION

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Agreement with North Texas Tollway Authority

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an agreement with the North Texas Tollway Authority (NTTA) for funding of improvements related to the extension of the Dallas North Tollway.

Description of Agenda Item:

The North Texas Tollway Authority (NTTA) has designed and will soon begin constructing the extension of the Dallas North Tollway through the Town of Prosper. The construction includes improvements that benefit the Town of Prosper and, therefore, will be funded by the Town. These improvements include the existing braided ramps and U-turns at each major intersection. The total cost of the braided ramps is \$7,671,184.83 and the estimated cost of the U-turns is \$5,500,000 that will be paid after completion of the project that is expected to occur in FY2027.

Budget Impact:

The Town Capital Improvement Program currently accounts for the cost of these projects. The cost of the braided ramps will be paid in three equal, annual payments of \$2,557,061.61 beginning October 1, 2023. The cost of the U-turns is anticipated to be paid in FY2027 and is accounted for in that funding year of the CIP.

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. Agreement Regarding Elements of the Dallas North Tollway, Phase 4A Extension

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to execute an agreement with the North Texas Tollway Authority (NTTA) for funding of improvements related to the extension of the Dallas North Tollway.

Proposed Motion:

I move to approve authorizing the Town Manager to execute an agreement with the North Texas Tollway Authority (NTTA) for funding of improvements related to the extension of the Dallas North Tollway.

**AGREEMENT REGARDING
ELEMENTS OF DALLAS NORTH TOLLWAY, PHASE 4A EXTENSION**

THIS AGREEMENT REGARDING ELEMENTS OF DALLAS NORTH TOLLWAY, PHASE 4A EXTENSION (the “Agreement”), is entered into by and between the **TOWN OF PROSPER**, a municipal corporation organized and existing under the laws of the State of Texas (the “Town”), and the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas (“NTTA”) to be effective as of the ___ day of _____, 2023 (the “Effective Date”). The Town and NTTA are sometimes referred to in this Agreement collectively as the “Parties,” and individually as a “Party.”

R E C I T A L S

WHEREAS, NTTA is authorized to study, evaluate, design, acquire, construct, maintain, repair, and operate turnpike projects pursuant to Chapter 366 of the Texas Transportation Code, and NTTA has constructed and operates a turnpike project known as the Dallas North Tollway (“DNT”), which extends from near downtown Dallas in Dallas County northward into Collin County; and

WHEREAS, NTTA has completed corridor planning for a proposed extension of the DNT as a toll project from the DNT’s current terminus south of U.S. 380 northward to F.M. 428 in Collin County, a distance of approximately six miles, to be known as the Dallas North Tollway Extension Project, Phase 4A (the “Phase 4A Extension”), as depicted on Exhibit A; and

WHEREAS, the southern-most three (3) miles of the Phase 4A Extension are within the corporate limits of the Town; and

WHEREAS, NTTA, the Town, and Collin County have determined that the Phase 4A Extension is in the best interest of their citizens, and the Town Council of Prosper and the Commissioners Court of Collin County have passed resolutions requesting that NTTA pursue joint efforts with the Town and the County to evaluate, plan, and develop the Phase 4A Extension; and

WHEREAS, the tolled main lanes of the Phase 4A Extension will be located between the existing northbound and southbound lanes of Dallas Parkway, which will serve, respectively, as northbound and southbound service roads for the tolled main lanes of the Phase 4A Extension; and

WHEREAS, the Town, Collin County, and NTTA have entered into that certain “Interlocal Agreement By and Among the Town of Prosper, the County of Collin, and the North Texas Tollway Authority Regarding the Phase 4A Extension of the Dallas North Tollway” dated October 21, 2003 (the “ILA”), outlining the rights and obligations of the Town, County, and NTTA regarding the Phase 4A Extension (said Phase 4A Extension being referred to in the ILA as the “Phase 4 Extension”); and

WHEREAS, in response to progress made after the execution of the ILA in defining certain elements of the Phase 4A Extension, NTTA and the Town drafted a Memorandum of

Understanding documenting their intentions regarding those elements within the jurisdictional limits of the Town;

WHEREAS, such Memorandum of Understanding was never executed, but the terms thereof that continue to reflect the Parties' intentions are incorporated into this Agreement; and

WHEREAS, the Town and NTTA are now ready to formalize their agreements regarding the design, construction, and payment of costs of certain elements of the Phase 4A Extension, as described below in this Agreement; and

WHEREAS, because nothing in this Agreement affects Collin County, in lieu of amending the ILA, the Parties have elected to enter into this two-party Agreement, which serves as a "Subsequent Agreement" contemplated by Section 6.4 of the ILA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each Party acknowledges, the Town and NTTA hereby agree as follows:

1. Defined Terms. Capitalized terms used in this Agreement that are not expressly defined herein will have the meanings given to those terms in the ILA.

2. Braided Ramps Over U.S. 380. At the Town's request, NTTA designed and constructed a pair of "braided" entrance and exit ramps in both the northbound and southbound directions between U.S. 380 and the future Godwin Parkway. In each direction, such braided ramps are composed of two ramps that cross each other at different grades (collectively, the "Braided Ramp Pairs"). The northbound exit and the southbound entry ramps of the Braided Ramp Pairs are tolled and open to traffic.

(a) **Increased Costs.** As used in this Agreement, "increased costs" are those costs NTTA incurred in connection with the Braided Ramp Pairs that exceeded the costs NTTA would have incurred if the applicable entrance and exit ramps had been constructed entirely at existing grade level. Such amounts include, but are not limited to, increased costs of: schematic and final engineered design plans and specifications; construction; adjustment and relocation of exiting utilities; design and construction of new utilities (including sleeves for future utility installations if requested by the Town); land surveying; and permit acquisitions that NTTA determined to be necessary or advisable in connection with the design and construction of the Braided Ramp Pairs.

(b) **Town Responsible for Increased Costs.** The Town hereby agrees to pay promptly upon receipt of an invoice from NTTA, which will be issued upon the execution of this Agreement by the Parties, increased costs for the design and construction of the Braided Ramp Pairs in the amount of \$7,671,184.83. The Town's commitment to bear the increased costs resulting from the Braided Ramp Pairs as set forth in this section shall not impair, diminish, or otherwise affect any other obligations for which the Town is responsible under the ILA. The reimbursement shall be paid in three equal amounts of \$2,557,061.61 over the next three fiscal years beginning on October 1, 2023 upon receipt of an invoice from NTTA. Subsequent payments shall be due on October 1, 2024 and October 1, 2025 upon receipt of an invoice from NTTA.

3. **Godwin Parkway.** The Town has included on its thoroughfare plan a future road designated as Godwin Parkway, which shall be located generally as shown on Exhibit A, and which shall be designated as a “Phase 4A Extension overpass location” under the ILA. Notwithstanding that Godwin Parkway is not within the project limits of the Phase 4A Extension as originally defined under the ILA, all provisions in the ILA applicable to Phase 4A Extension overpasses, including, but not limited to, utility-clear zones described in Section 2.3 of the ILA, shall be applicable to Godwin Parkway. The Authority shall bear the costs associated with designing and constructing the tolled main lanes of the Phase 4A Extension as an overpass over Godwin Parkway.

4. **U-Turns Frontage Road Widening.** The ILA provides that NTTA has no obligation to design, construct, or operate service, frontage, or access roads in connection with the Phase 4A Extension and that the Town and/or County shall be responsible for designing, constructing, and maintaining U-turns and U-turn deceleration lanes along any Phase 4A Frontage Road. However, the Town has requested NTTA to design and construct the U-turns, additional Frontage Road lanes, and other related improvements, which are described on Exhibit B attached to this Agreement (collectively, the “Town-Requested Facilities”). NTTA has agreed to design and construct the Town-Requested Facilities at the Town’s sole cost and expense and subject to the other terms and conditions of this Agreement. NTTA’s obligations regarding the Town-Requested Facilities are conditioned on the design, construction, and operation of Town-Requested Facilities not causing any delay or impede NTTA’s design, construction, operation, or maintenance of the Phase 4A Extension or increasing NTTA’s costs thereof or demanding additional resources of NTTA therefor. NTTA will give the Town a reasonable opportunity to review and comment on plans for the Town-Requested Facilities. As of the Effective Date, NTTA estimates the cost of design and construction of the Town-Requested Facilities to be Five Million Five Hundred Thousand Dollars (\$5,500,000.00). The Town acknowledges and agrees that such amount is an estimate only, not a limitation on the Town’s obligation to pay the full direct and indirect cost and expense of the design and construction of the Town-Requested Facilities. The Town’s commitment to bear the costs associated with the Town-Requested Facilities as set forth in this section shall not impair, diminish, or otherwise affect any other obligations for which the Town is responsible under the ILA. NTTA estimates the completion of all improvements to occur in Fiscal Year 2027.

5. **Design of Phase 4A Extension.** The Town acknowledges and agrees that the Phase 4A Extension shall be designed and constructed in accordance with NTTA’s standard Design Guidelines.

6. **Effect of Agreement.** Except for the agreements contained in Section 4 concerning the Town-Requested Facilities, nothing in this Agreement amends or supersedes the ILA, which the parties agrees is otherwise in full force and effect according to its terms.

7. **Relationship of the Parties; No Joint Enterprise.** Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or by any third party as creating, (1) the relationship of principal and agent, partnership, or joint venture between NTTA and the Town, or (2) a joint enterprise between NTTA and the Town. Without limiting the foregoing, the purposes for which the Town and NTTA are entering into this Agreement are separate and distinct, and there are no pecuniary interests, common purposes, and/or equal rights of control among the parties hereto.

8. **Sole Benefit.** This Agreement is entered into for the sole benefit of the Town and NTTA, and nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation, or other entity, including, without limitation, the public in general.

9. **Headings.** The article and section headings used in this Agreement are for reference and convenience only, and shall not enter into the interpretation hereof.

10. **Exhibits.** Exhibits A and B attached to this agreement are hereby made a part of the Agreement for all purposes.

IN WITNESS WHEREOF, the Town and NTTA have executed this Agreement on the dates shown below, to be effective on the date listed above.

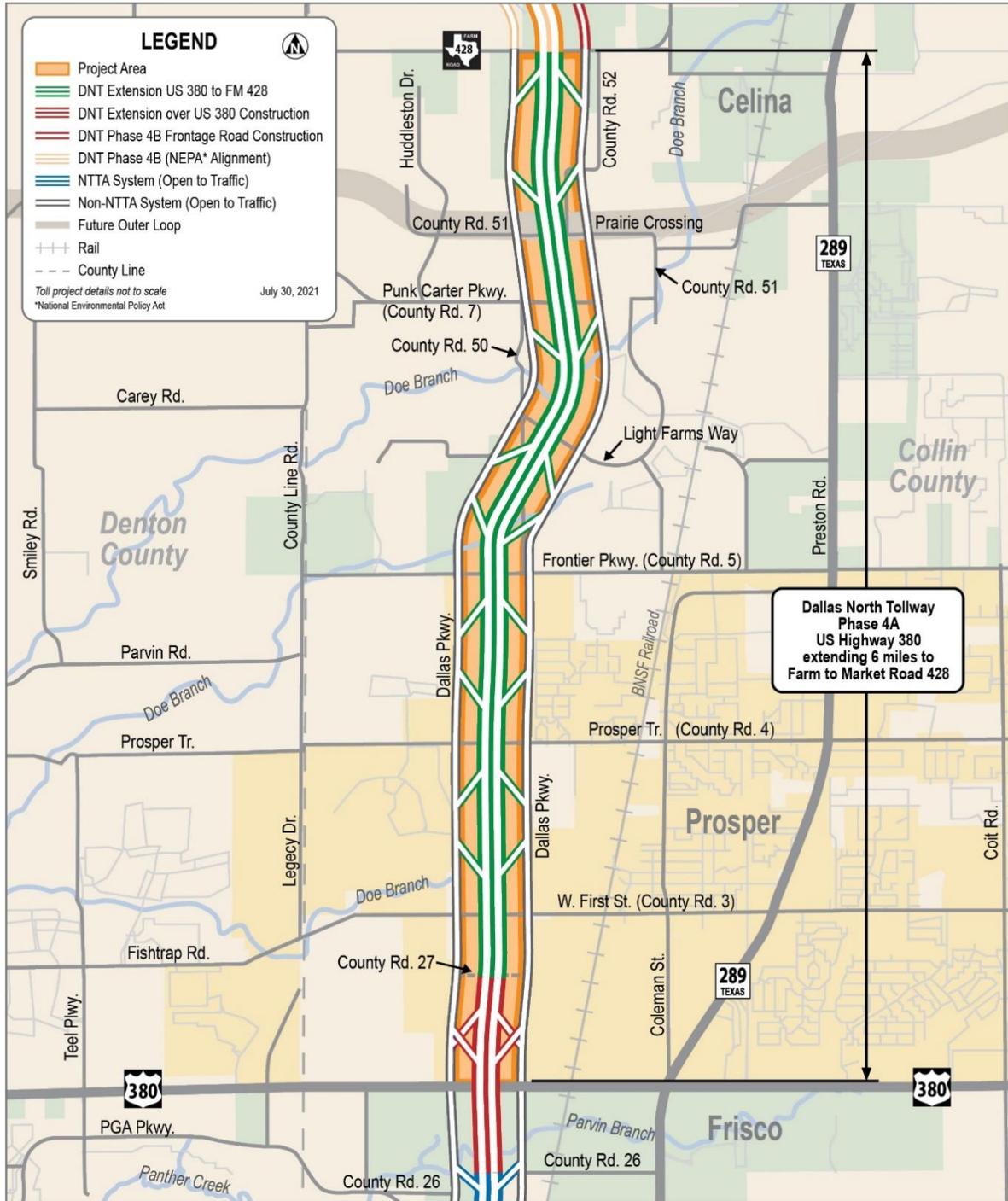
TOWN OF PROSPER

By: _____
Name: _____
Title: _____

NORTH TEXAS TOLLWAY AUTHORITY

James Hofmann, Executive Director

EXHIBIT A



**Dallas North Tollway (DNT) Phase 4A
Project Location Map**



EXHIBIT B

Town-Requested Improvements

US 380 to Godwin Parkway:

- NB frontage road widening (1 optional left turn/U-turn Lane – 810')
- 1 NB to SB Godwin Parkway Cross street U-Turn and 1 Cross Street Median
- SB frontage road widening (1 Thru lane – 565')

Godwin Parkway to First Street:

- NB frontage road widening (1 Thru lane – 1,073'; and 1 U-turn Lane – 198')
- 1 Cross Street Median
- SB frontage road widening (1 Thru lane – 1,145'; and 1 U-turn Lane – 320')
- 1 SB to NB Godwin Parkway Cross street U-Turn

First Street to Prosper Trail:

- NB frontage road widening (1 Thru lane – (1,350' + 1,027')= 2,377'; and 1 optional left turn/U-turn lane – 380')
- 1 NB to SB Prosper Trail Cross Street U-Turn and 1 Cross Street Median
- SB frontage road widening (1 Thru lane – (1,168' + 1,657')= 2,825'; and 1 optional left turn/U-turn lane – 456')
- 1 SB to NB First Street Cross Street U-Turn

Prosper Trail to Frontier Parkway:

- NB frontage road widening (1 Thru lane – (1,555' + 1,239')= 2,794'; 2 left turn lanes (415' Each)= 830'; and 1 U-turn lane – 565')
- 1 NB to SB Frontier Parkway Cross Street U-Turn and 1 Cross Street Median
- SB frontage road widening (1 Thru lane – (1,316' + 1,465')= 2,781'; and 1 U-turn lane – 354')
- 1 SB to NB Prosper Trail Cross Street U-Turn and 1 Cross Street Median

Additional Items:

- U-turn island treatments such as pavers, sidewalks and/or pedestrian ramps



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Reimbursement Resolution – FY2024 CIP

Town Council Meeting – October 10, 2023

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution expressing official intent to reimburse costs of Town Capital Improvement Program (CIP) projects that may be funded with proceeds of bonds or other obligations if those costs are paid prior to the issuance of such bonds or obligations.

Description of Agenda Item:

The attached resolution allows the Town to pay for the projects listed in the Fiscal Year 2023-2024 CIP, including costs associated with the construction of street improvements (\$12,750,000), park improvements (\$9,000,000), public safety facilities (\$10,200,000), and water and wastewater infrastructure (\$24,109,669), and the related infrastructure improvements. The resolution provides for up to \$56,059,669 in capital project expenditures and debt issuance costs.

Budget Impact:

The reimbursement resolution itself has no budgetary impact. The repayment of the expenditures will be included in the debt service portion of the tax rate after the bonds are issued. Initial funding for the work will come from the Capital Projects Fund.

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. Resolution
2. Fiscal Year 2023-2024 CIP

Town Staff Recommendation:

Town staff recommends the Town Council approve a resolution expressing official intent to reimburse costs of Town Capital Improvement Program (CIP) projects that may be funded with proceeds of bonds or other obligations if those costs are paid prior to the issuance of such bonds or obligations.

Proposed Motion:

I move to approve resolution expressing official intent to reimburse costs of Town Capital Improvement Program (CIP) projects that may be funded with proceeds of bonds or other obligations if those costs are paid prior to the issuance of such bonds or obligations.

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 2023-XX****RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF TOWN FISCAL YEAR 2023-2024 CAPITAL IMPROVEMENT PROGRAM PROJECTS**

WHEREAS, the Town of Prosper, Texas (the "Issuer") is a duly created governmental body of the State of Texas; and

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of portions of its Fiscal Year 2023-2024 capital improvement program projects, including costs associated with the construction of street improvements, park improvements, public safety facility improvements, water and wastewater infrastructure, and other related infrastructure improvements (collectively, the "Project") prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project; and

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Project;

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

SECTION 1

The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$56,059,669 for the purpose of paying the costs of the Project.

SECTION 2

All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid, or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 3

The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4

The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

SECTION 5

To evidence the adoption of this Resolution on this, the 10th day of October, 2023 by the Town Council of the Issuer, the signatures of the Town Secretary and Mayor are set forth below.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 10TH DAY OF OCTOBER, 2023.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

**Summary of Capital Improvement Program - 2023-09-12 ADOPTED
General Fund Projects**

Item 18.

Index	Street Projects	Prior Years	FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028	FY 29-33 2028-2033	Total Cost	Funding Sources			Issued FY 23 2022-2023	Unissued Debt Schedule					FY 29-33 2028-2033	Exp		
										Other Sources	Issued Debt Authorized	Unissued Debt GO		Unissued Debt CO or Future GO	FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027			FY 28 2027-2028	
01	2014-ST First Street (Coit - Custer) - 4 lanes: (Design)	1,085,000							1,085,000		1,085,000											01
02	2014-ST First Street (Coit - Custer) - 4 lanes: (Land/Esmt)	2,400,000							2,400,000	600,000 A	1,800,000											02
03	2014-ST First Street (Coit - Custer) - 4 lanes: (Construction)	23,775,000							23,775,000	3,405,000 A,C,K,L	20,370,000											03
04	1933-ST Fishtrap Segment 2: (PISD Reimbursement)	1,063,033							1,063,033		1,063,033	1,063,033										04
05	2010-ST Fishtrap (Teel - Gee Road): (Design)	400,000							400,000	400,000 C												05
06	2010-ST Fishtrap (Teel - Gee Road): (Construction)	6,025,000							6,025,000		6,025,000	6,025,000										06
07	2011-ST Gee Road (Fishtrap - Windsong Retail): (Design)	250,000							250,000	250,000 C												07
08	2011-ST Gee Road (Fishtrap - Windsong Retail): (Construction)	4,698,793							4,698,793	1,178,793 K,L	3,520,000											08
09	2118-ST Preston Road / First Street Dual Left Turns: (Design)	100,000							100,000	80,000 B	20,000											09
10	2118-ST Preston Road / First Street Dual Left Turns: (Construction)	800,000							800,000	640,000 B	160,000											10
11	2121-ST Preston Road / Prosper Trail Dual Left Turns: (Design)	100,000							100,000	11,600 Z	88,400											11
12	2121-ST Preston Road / Prosper Trail Dual Left Turns: (Construction)	800,000							800,000	800,000 A												12
13	2207-ST Coit Road / US 380 SB Dual Left Turns: (Design)	50,000							50,000	50,000 A												13
14	2207-ST Coit Road / US 380 SB Dual Left Turns: (Construction)	250,000							250,000	250,000 A												14
15	1934-ST DNT Overpass at US380	80,970,000						9,030,000	90,000,000	80,970,000 A,J,X			9,030,000								9,030,000	15
16	1936-ST US 380 (US 377 - Denton County Line)	178,105,000							178,105,000	178,105,000 D,X												16
17	2303-ST Safety Way (Cook - Technology): (MOU approved July 19, 2022)	800,000							800,000	800,000 L												17
18	2304-ST Gorgeous/McKinley: (LIV Development Agreement)	700,000							700,000	700,000 L												18
19	2210-ST Impact Fee Analysis	100,000							100,000	100,000 A												19
20	1512-ST First Street (DNT - Coleman): (Design)	2,786,567							2,786,567	2,439,915 A,D	346,652											20
21	1512-ST First Street (DNT - Coleman): (Land/Esmt)	3,000,000							3,000,000	1,225,000 D	1,775,000	1,775,000										21
22	1512-ST First Street (DNT - Coleman): (Construction)		19,000,000						19,000,000	1,000,000 L				18,000,000								22
23	2012-ST Fishtrap (Elem - DNT) - 4 lanes: (Design)	1,057,380							1,057,380	405,580 A,D,K	651,800											23
24	2012-ST Fishtrap (Elem - DNT) - 4 lanes: (Land/Esmt)	1,700,000							1,700,000		1,700,000											24
25	2012-ST Fishtrap (Elem - DNT) - 4 lanes: (Construction)	28,200,599	650,000						28,850,599	1,200,599 A,K,L	27,000,000	650,000	6,000,000		650,000							25
26	1710-ST Coit Road (First - Frontier) - 4 lanes: (Design)	1,289,900							1,289,900	1,289,900 A,X												26
27	1710-ST Coit Road (First - Frontier) - 4 lanes: (Land/Esmt)	800,000	1,700,000						2,500,000		800,000	1,700,000	800,000	1,700,000								27
28	1710-ST Coit Road (First - Frontier) - 4 lanes: (Construction)				19,850,000				19,850,000								19,850,000					28
29	1710-ST Coit Road (First - Frontier) - 4 lanes: (Construction) (Intersections)		4,000,000						4,000,000	4,000,000 B,L												29
30	1937-ST DNT Main Lane (US 380 - FM 428): (Design)	35,000,000							35,000,000	35,000,000 X												30
31	1937-ST DNT Main Lane (US 380 - FM 428): (Construction)		315,378,877	2,557,062	2,557,062	5,500,000			325,993,000	320,500,000 L,X,Z							5,500,000					31
32	2143-ST Legacy (Prairie - Fishtrap) - 4 lanes: (Design)	850,000							850,000	850,000 D												32
33	2143-ST Legacy (Prairie - Fishtrap) - 4 lanes: (Land/Esmt)	575,000							575,000	575,000 L												33
34	2143-ST Legacy (Prairie - Fishtrap) - 4 lanes: (Construction)		10,000,000						10,000,000		10,000,000	10,000,000										34
35	2302-ST US 380 Deceleration Lanes - Denton County:(Construction)		500,000						500,000	500,000 L												35
36	2153-ST Teel (US 380 - Fishtrap) - 2 NB lanes: (Design)	750,000							750,000	750,000 D												36
37	2153-ST Teel (US 380 - Fishtrap) - 2 NB lanes: (Construction)		5,100,000						5,100,000	3,700,000 Z		1,400,000		1,400,000								37
38	Fifth Street Quiet Zone		500,000						500,000	500,000 L												38
39	Gee Road (First - Denton Way) - 3rd NB lane: (Design & Construction)		350,000						350,000	350,000 L												39
40	Star Trail, Phase 5: Street Repairs		1,450,000						1,450,000	1,450,000 L												40
41	Traffic Improvement Projects		1,000,000						1,000,000	1,000,000 L												41
42	Prosper Trail (Coit - Custer) - 2 WB lanes: (Design)		400,000						400,000	400,000 L,Z												42
43	Prosper Trail (Coit - Custer) - 2 WB lanes: (Land/Esmt)			500,000					500,000					500,000								43
44	Prosper Trail (Coit - Custer) - 2 WB lanes: (Construction)						12,550,000		12,550,000								12,550,000					44
45	2310-ST Gee Road (US 380 - FM 1385) - 2 NB lanes: (Design)	2,200,000							2,200,000	2,200,000 B												45
46	2310-ST Gee Road (US 380 - FM 1385) - 2 NB lanes: (Land/Esmt)							1,700,000	1,700,000	1,700,000 B,Z												46
47	2310-ST Gee Road (US 380 - FM 1385) - 2 NB lanes: (Construction)							18,000,000	18,000,000	18,000,000 B,Z												47
48	1938-ST FM 1461 (SH 289 - CR 165)	525,000		45,190,870					45,715,870	45,715,870 A,X												48
49	2141-ST Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Design)	900,000							900,000	900,000 D												49
50	2141-ST Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Land/Esmt)	600,000							600,000	250,000 D	350,000	350,000										50
51	2141-ST Coleman (Gorgeous - Prosper Trail) - 4 lanes: (Construction)			5,500,000					5,500,000				5,500,000									51
52	2142-ST Coleman (Prosper Trail - Talon) - 2 SB lanes: (Design w/ 2141-ST)								0													52
53	2142-ST Coleman (Prosper Trail - Talon) - 2 SB lanes: (Land/Esmt)	720,000							720,000	375,000 D	345,000	345,000										53
54	2142-ST Coleman (Prosper Trail - Talon) - 2 SB lanes: (Construction)			2,700,000					2,700,000				2,700,000									54
55	2314-ST Legacy (Fishtrap - Prosper Trail) - 2 SB lanes: (Park Place DA)			200,000					200,000				200,000									55
56	2315-ST Legacy (Fishtrap - Prosper Trail) - 2 SB lanes: (Star Trail DA)			550,000					550,000				550,000									56
57	2311-ST Frontier Parkway (Legacy - DNT): (Design)	300,000							300,000		300,000	300,000										57
58	2311-ST Frontier Parkway (Legacy - DNT): (Construction)							6,000,000	6,000,000				6,000,000									58
59	2311-ST Frontier Parkway (Legacy - DNT): (Construction) (DNT Intersection)			1,000,000					1,000,000	1,000,000 L												59
60	2305-ST First Street (Coleman - Craig): (Design)	500,000							500,000	500,000 L												60
61	2305-ST First Street (Coleman - Craig): (Land/Esmt)				2,000,000				2,000,000								2,000,000					61
62	2305-ST First Street (Coleman - Craig): (Construction)						10,500,000		10,500,000								10,500,000					62
63	2140-ST Craig Street (Preston - Fifth): (Design)	300,000							300,000		300,000											63
64	2140-ST Craig Street (Preston - Fifth): (Land/Esmt)	150,000							150,000		150,000											64
65	2140-ST Craig Street (Preston - Fifth): (Construction)				3,000,000				3,000,000				3,000,000									65
66	2208-ST Parvin (FM 1385 - Legacy): (Design)	500,000							500,000		500,000	500,000										66
67	2208-ST Parvin (FM 1385 - Legacy): (Land/Esmt)							2,000,000	2,000,000												2,000,000	67
68	2208-ST Parvin (FM 1385 - Legacy): (Construction)							31,000,000	31,000,000	31,000,000 B,Z												68
69	Remaining Proposition 3: GO Bond Funds							1,171,967	1,171,967				1,171,967									69
	Subtotal	385,176,272	360,028,877	58,197,932	27,407,062	28,550,000	0	68,901,967	928,262,109	747,117,257	78,349,885	71,771,967	31,030,000	27,158,033	12,750,000	17,950,000	31,250,000	23,050,000	0	18,201,967		

Design	48,518,847	400,000	0	0	0	0	0	0	48,918,847					CO Bond Debt	0	0	0	5,500,000	10,500,000	0	9,030,000
Construction	65,612,425	356,578,877	11,757,062	27,407,062	28,550,000	0	55,000,000	544,905,425						GO Bond Debt	27,158,033	12,750,000	17,950,000	25,750,000	12,550,000	0	9,171,967
Design & Construction	261,100,000	1,																			

**Summary of Capital Improvement Program - 2023-09-12 ADOPTED
General Fund Projects**

Item 18.

Index	Traffic Projects	Prior Years	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29-33	Total Cost	Other Sources	Funding Sources			Issued FY 23 2022-2023	Unissued Debt Schedule					FY 29-33 2028-2033	Index		
			2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033			Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO or Future GO		FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028				
01	2211-TR Median Lighting US 380 (Mahard - Lovers Ln): (Construction)	300,000							300,000	300,000	A												01
02	2101-TR Traffic Signal - Fishtrap & Artesia Boulevard: (Design)		65,000						65,000	65,000	B.L												02
03	2101-TR Traffic Signal - Fishtrap & Artesia Boulevard: (Construction)			460,000					460,000	460,000	B.L												03
04	2317-TR Traffic Signal - DNT/Frontier: (Design)		65,000						65,000	65,000	L												04
05	2317-TR Traffic Signal - DNT/Frontier: (Construction)		200,000						200,000	200,000	L												05
06	2318-TR Traffic Signal - Teel Pkwy & Prairie Drive: (Design)		65,000						65,000	65,000	L												06
07	2318-TR Traffic Signal - Teel Pkwy & Prairie Drive: (Construction)			460,000					460,000	460,000	L												07
08	Crosswalk Signage, Markings and Flashers		400,000						400,000	400,000	L												08
09	Traffic Signal - First Street & La Cima: (Design)							65,000	65,000				65,000									65,000	09
10	Traffic Signal - First Street & La Cima: (Construction)							460,000	460,000				460,000									460,000	10
11	Traffic Signal - Fishtrap & Legacy Drive: (Design)							65,000	65,000				65,000									65,000	11
12	Traffic Signal - Fishtrap & Legacy Drive: (Construction)							460,000	460,000				460,000									460,000	12
13	Traffic Signal - Richland Blvd & Walmart/Pandera: (Design)							65,000	65,000	65,000	A												13
14	Traffic Signal - Richland Blvd & Walmart/Pandera: (Construction)							460,000	460,000	460,000	A												14
Subtotal		300,000	795,000	920,000	0	0	0	1,575,000	3,590,000	2,540,000		0	1,050,000	0	0	0	0	0	0	0	0	1,050,000	

Design	0	195,000	0	0	0	0	0	195,000	390,000														0	
Construction	300,000	600,000	920,000	0	0	0	0	1,380,000	3,200,000															0
Design & Construction	0	0	0	0	0	0	0	0	0															0
Land/Easements	0	0	0	0	0	0	0	0	0															0

Index	Park Projects	Prior Years	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29-33	Total Cost	Other Sources	Funding Sources			Issued FY 23 2022-2023	Unissued Debt Schedule					FY 29-33 2028-2033	Index			
			2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2033			Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO or Future GO		FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028					
Neighborhood Park																								
01	Star Trail Park #2 (7.5 Acres / No Lights): (Construction)	535,000							535,000	535,000	C												01	
02	2254-PK Windsong Park #3: (Design)	100,000							100,000	100,000	G												02	
03	2254-PK Windsong Park #3: (Construction)	650,000							650,000	650,000	C												03	
04	2107-PK Lakewood Preserve, Phase 2 (22 Acres/Lights): (Construction)	3,845,000	1,150,000						4,995,000	2,895,000	D,G,Z	2,100,000											04	
04	2319-PK Downtown Park (Broadway/Parvin): (Design)		50,000						50,000	50,000	G												04	
05	2319-PK Downtown Park (Broadway/Parvin): (Construction)			500,000					500,000	500,000	G												05	
06	Star Trail Park #3 (7.5 Acres/ No Lights): (Construction)			535,000					535,000	535,000	C												06	
07	Town Hall Open Space: (Design)				200,000				200,000								200,000						07	
08	Town Hall Open Space: (Construction)							1,810,000	1,810,000				1,810,000									1,810,000	08	
09	Downtown Event Space: (Design)							1,250,000	1,250,000								1,250,000					1,250,000	09	
10	Downtown Event Space: (Construction)							11,250,000	11,250,000								11,250,000					11,250,000	10	
11	Rutherford Park: (Design)							500,000	500,000								500,000					500,000	11	
12	Rutherford Park: (Construction)							4,500,000	4,500,000								4,500,000					4,500,000	12	
13	Un-named Neighborhood Park: (Design)							200,000	200,000								200,000					200,000	13	
14	Un-named Neighborhood Park: (Construction)							930,000	930,000								930,000					930,000	14	
15	Remaining Proposition B: GO Bond Funds							1,710,680	1,710,680								1,710,680					1,130,000	15	
Trails																								
16	2120-PK Gee Rd. Trail Connection	700,000							700,000				700,000										700,000	16
17	2119-PK Westside Waterline Trail Connection	800,000							800,000				800,000										800,000	17
18	2147-PK Windsong H&B Trail Ph 6A and 10: (Construction)	1,786,572		495,000					2,281,572	2,281,572	C												2,281,572	18
19	Prosper Center Park Trail Connection							900,000	900,000								900,000					900,000	19	
20	Various Hike and Bike Trails		580,680					419,320	1,000,000	580,680	Z						419,320					1,000,000	20	
Community Park																								
21	2122-PK Raymond Community Park, Phase 1: (Design)	1,200,000							1,200,000				1,200,000										1,200,000	21
22	2122-PK Raymond Community Park, Phase 1: (Construction)		18,600,000						18,600,000	600,000	L		9,000,000	9,000,000									9,000,000	22
23	2320-PK Windsong Parkland Dedication: (Final Payment)	1,913,800	1,913,800						3,827,600	3,827,600	G,L												3,827,600	23
24	Froniter Park Pond Repairs		473,000						473,000	473,000	L												473,000	24
25	Community Park - Prosper Trail 55 acres: (Design)							3,000,000	3,000,000								3,000,000					3,000,000	25	
26	Community Park - Prosper Trail 55 acres: (Construction)							27,000,000	27,000,000								27,000,000					27,000,000	26	
27	Doe Branch - 161 acres: (Design)							2,500,000	2,500,000								2,500,000					2,500,000	27	
28	Doe Branch - 161 acres: (Construction)							22,500,000	22,500,000								22,500,000					22,500,000	28	
29	Raymond Community Park, Phase 2: (Design)							1,000,000	1,000,000								1,000,000					1,000,000	29	
30	Raymond Community Park, Phase 2: (Construction)							9,000,000	9,000,000								9,000,000					9,000,000	30	
Medians/Landscape Screening																								
31	2150-PK US 380 Green Ribbon Lndscp- Irrigation (Lovers - Mahard): (Design)	95,000							95,000	95,000	D												95,000	31
32	2150-PK US 380 Green Ribbon Lndscp-Irrigation (Lovers - Mahard): (Constr.)		2,200,000						2,200,000	2,200,000	B,D												2,200,000	32
33	Prairie Median Lndscp (W of Legacy - Mahard): (Design)							100,000	100,000	100,000	D												100,000	33
34	Prairie Median Lndscp (W of Legacy - Mahard): (Construction)							600,000	600,000	600,000	D												600,000	34
35	Richland Median Lndscp (Prosper Commons - Coit Rd): (Design)							100,000	100,000	100,000	D												100,000	35
36	Richland Median Lndscp (Prosper Commons - Coit Rd): (Constr.)							600,000	600,000	600,000	D												600,000	36
37	Prosper Trail Screening (Preston - Deer Run): (Design & Construction)		750,000						750,000	750,000	L												750,000	37
Subtotal		11,625,372	25,717,480	1,530,000	200,000	0	0	89,870,000	128,942,852	17,472,852		13,800												

**Summary of Capital Improvement Program - 2023-09-12 ADOPTED
Enterprise Fund Projects**

Item 18.

Index	Water Projects	Prior Years	FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028	FY 29-33 2028-2033	Total Cost	Other Sources	Funding Sources			Issued FY 23 2022-2023	Unissued Debt Schedule					Index	
											Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO		FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028		FY 29-33 2028-2033
01	1501-WA LPP Pump Station and LPP WL, Phase 2: (Design)	1,585,100							1,585,100	277,081 A	1,308,019										01
02	1501-WA LPP Pump Station, Phase 2: (Construction)	16,393,238							16,393,238	12,000,000 A,B	4,393,238										02
03	1810-WA LPP Water Line Phase, 2A Easement Costs	1,500,000							1,500,000	1,500,000 A											04
04	1810-WA LPP WL, Phase 2A: (Construction)		11,452,762						11,452,762	3,100,000 A	8,352,762										03
04	2114-WA FM 1461 12-inch Water Line Relocation: (Design)	400,000							400,000	400,000 E											05
05	2114-WA FM 1461 12-inch Water Line Relocation: (Construction)		3,000,000						3,000,000	3,000,000 E											06
06	2151-WA DNT (Prosper Trail - Frontier Parkway) 12-inch WL: (Design)	200,000							200,000	200,000 A											06
07	2151-WA DNT (Prosper Trail - Frontier Parkway) 12-inch WL: (Easements)	2,000,000							2,000,000		2,000,000	2,000,000									07
08	2151-WA DNT (Prosper Trail - Frontier Parkway) 12-inch WL: (Construction)		2,500,000						2,500,000		2,500,000	2,500,000									08
09	2312-WA DNT Water Line Relocation (US 380 - First): (Design)	146,650							146,650	146,650 E											09
10	2312-WA DNT Water Line Relocation (US 380 - First): (Construction)		2,000,000						2,000,000	2,000,000 E											10
11	Parks & Public Works, Phase 1: (Design)	600,000							600,000	600,000 Z											11
12	Master Plan Projects	1,539,007							1,539,007	1,539,007 Z											12
13	LPP Future Expansion (2026): (Design)							1,400,000	1,400,000	1,400,000 A											13
14	LPP Future Expansion (2026): (Construction)							12,600,000	12,600,000	8,600,000 A								4,000,000			14
15	2210-WA Impact Fee Analysis	100,000							100,000	100,000 A										4,000,000	15
Subtotal		22,324,988	21,091,769	0	0	0	0	14,000,000	57,416,757	34,862,738	18,554,019	0	4,000,000	4,500,000	0	0	0	4,000,000	0	0	0

Design	2,431,750	600,000	0	0	0	0	1,400,000	4,431,750
Construction	16,393,238	18,952,762	0	0	0	0	12,600,000	47,946,000
Design & Construction	0	1,539,007	0	0	0	0	0	1,539,007
Land/Easements	3,500,000	0	0	0	0	0	0	3,500,000

Index	Wastewater Projects	Prior Years	FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028	FY 29-33 2028-2033	Total Cost	Other Sources	Funding Sources			Issued FY 23 2022-2023	Unissued Debt Schedule					Index		
											Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO		FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028		FY 29-33 2028-2033	
01	2103-WW Doe Branch Parallel Interceptor: (Design & Construction)	1,000,000	6,400,000						7,400,000	1,000,000 A			6,400,000		2,700,000	3,700,000						01
02	2152-WW Upper Doe Branch WW Line (Teel-PISD Stadium): (Design)	875,000							875,000	875,000 A												02
03	2152-WW Upper Doe Branch WW Line (Teel-PISD Stadium): (Easements)	100,000							100,000	100,000 A												03
04	2152-WW Upper Doe Branch WW Line (Teel-PISD Stadium): (Construction)		4,050,000						4,050,000	25,000 K		4,025,000	4,025,000									04
05	2203-WW Wilson Creek WW Line: (Design)		35,000						35,000	35,000 E												05
06	2203-WW Wilson Creek WW Line: (Construction)		365,000						365,000	365,000 E												06
07	2322-WW Doe Branch, Phase 3 WWTP: (Construction)		55,000,000						55,000,000	6,090,331 B		48,909,669			21,409,669	27,500,000						07
08	2210-WW Impact Fee Analysis	100,000							100,000	100,000 A												08
09	2323-WW Sanitary Sewer Replacement (LIV Development): (Construction)		75,000						75,000	75,000 E												09
Subtotal		2,075,000	65,925,000	0	0	0	0	0	68,000,000	8,665,331	0	0	59,334,669	4,025,000	24,109,669	31,200,000	0	0	0	0	0	0

Design	975,000	35,000	0	0	0	0	0	1,010,000
Construction	0	4,490,000	0	0	0	0	0	4,490,000
Design & Construction	1,000,000	61,400,000	0	0	0	0	0	62,400,000
Land/Easements	100,000	0	0	0	0	0	0	100,000

Index	Drainage Projects	Prior Years	FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028	FY 29-33 2028-2033	Total Cost	Other Sources	Funding Sources			Issued FY 23 2022-2023	Unissued Debt Schedule					Index		
											Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO		FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028		FY 29-33 2028-2033	
01	XXXX-DR Future Drainage Project: (Design)																					01
02	XXXX-DR Future Drainage Project: (Construction)																					02
Subtotal		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Design	0	0	0	0	0	0	0	0
Construction	0	0	0	0	0	0	0	0
Design & Construction	0	0	0	0	0	0	0	0
Land/Easements	0	0	0	0	0	0	0	0

Grand Total Enterprise Funds	24,399,988	87,016,769	0	0	0	0	0	14,000,000	125,416,757	43,528,069	18,554,019	0	63,334,669	8,525,000	24,109,669	31,200,000	0	4,000,000	0	0	0
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Design	3,406,750	635,000	0	0	0	0	1,400,000	5,441,750
Construction	16,393,238	23,442,762	0	0	0	0	12,600,000	52,436,000
Design & Construction	1,000,000	62,939,007	0	0	0	0	0	63,939,007
Land/Easements	3,600,000	0	0	0	0	0	0	3,600,000

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Description Codes - Other Sources									
A	Impact Fees	D	General Fund	G	Park Development Fund	K	Escrows	Z	Other Sources (See Detail)
B	Grant and Interlocal Funds	E	Water / Wastewater Fund	H	TIRZ #1	L	Capital Dedicated		
C	Developer Agreements	F	Stormwater Drainage Fund	J	TIRZ #2	X	Non-Cash Contributions		

**Summary of Capital Improvement Program - 2023-09-12 ADOPTED
Capital Improvement Program Summary**

Item 18.

Capital Improvement Program Summary	Prior Years	FY 24 2022-2023	FY 25 2023-2024	FY 26 2024-2025	FY 27 2025-2026	FY 28 2026-2027	FY 29-33 2028-2033	Total Cost	Funding Sources			Issued FY 23 2022-2023	Unissued Debt Schedule						
									Other Sources	Issued Debt Authorized	Unissued Debt GO		Unissued Debt CO	FY 24 2023-2024	FY 25 2024-2025	FY 26 2025-2026	FY 27 2026-2027	FY 28 2027-2028	FY 29-33 2028-2033
General Fund	401,493,644	401,841,357	63,147,932	28,357,062	28,550,000		257,801,967	1,187,941,961	780,972,109	92,749,885	99,391,967	214,835,000	36,958,033	31,950,000	17,950,000	32,200,000	23,050,000	4,300,000	209,776,967
Enterprise Funds	24,399,988	87,016,769	0	0	0		14,000,000	125,416,757	43,528,069	18,554,019	0	63,334,669	8,525,000	24,109,669	31,200,000	0	4,000,000	0	0
Grand Total Capital Improvement Program	425,893,632	488,858,126	63,147,932	28,357,062	28,550,000		271,801,967	1,313,358,718	824,500,178	111,303,904	99,391,967	278,169,669	45,483,033	56,059,669	49,150,000	32,200,000	27,050,000	4,300,000	209,776,967

CO Bond Debt	8,525,000	24,109,669	31,200,000	5,500,000	14,500,000	0	147,585,000
GO Bond Debt	36,158,033	31,950,000	17,950,000	26,700,000	12,550,000	4,300,000	62,191,967

Design	53,920,597	2,480,000	0	950,000	0		14,245,000	71,595,597
Construction	89,122,235	413,244,639	16,707,062	27,407,062	28,550,000		224,570,000	806,350,997
Design & Construction	265,513,800	71,433,487	45,940,870	0	0		27,686,967	410,575,124
Land/Easements	17,337,000	1,700,000	500,000	0	0		5,300,000	24,837,000