



**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, October 24, 2023  
**6:15 PM**

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: [www.prosper.tx.gov/livemeetings](http://www.prosper.tx.gov/livemeetings)

**Addressing the Town Council:**

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

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

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

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

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

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Presentation to members of the Visual Arts of Prosper declaring October 25, 2023 as International Artists Day. (RB)
2. Presentation regarding the 2023 Collin County Bond Election program. (DFB)

**CONSENT AGENDA:**

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

- [3.](#) Consider and act upon the minutes from the October 10, 2023, Town Council Work Session meeting. (MLS)
- [4.](#) Consider and act upon the minutes from the October 10, 2023, Town Council Regular meeting. (MLS)
- [5.](#) Consider acceptance of the September 2023 monthly financial report. (CL)
- [6.](#) Consider and act upon a resolution accepting and approving the 2023 Tax Roll. (CL)
- [7.](#) Consider and act upon approving the purchase of a new Emergency Warning Siren and upgrading the complete Siren System utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same. (SB)
- [8.](#) Consider and act upon approving the purchase of TASER 7 devices, licenses, and cartridges from Axon Enterprises, Inc. utilizing BuyBoard Contract #698-23; and authorizing the Town Manager to execute documents for the same. (DK)
- [9.](#) Consider and act upon approving the purchase of miscellaneous water and wastewater materials from Ferguson Enterprises, LLC, utilizing BuyBoard contracts in the amount of \$70,000; and authorizing the Town Manager to execute documents for the same. (FJ)
- [10.](#) Consider and act upon approving the purchase of miscellaneous water and wastewater materials from Fortiline Waterworks, utilizing NCPA Contract Number 02-76; and authorizing the Town Manager to execute documents for the same. (FJ)
- [11.](#) Consider and act upon renewing Bid No. 2019-53-A for one year to Wopac Construction, Inc., as the primary vendor, and HQS Construction, LLC, as the secondary vendor, at the unit prices bid, to establish an annual fixed-price contract for Miscellaneous Concrete Replacement Services; and authorizing the Town Manager to execute same. (FJ)
- [12.](#) Consider and act upon authorizing the Town Manager to execute a Contract for Services between the Town of Prosper and V&A Landscaping to provide median maintenance on US Highway 380 from Custer Road to Legacy Drive. (DB)
- [13.](#) Consider and act upon authorizing the Town Manager to execute a Managed Services Agreement between Conducive Consulting and the Town of Prosper, Texas, related to ongoing managed services of the Town's Security Information & Event Management (SIEM) environment through Texas Department of Information Resources (DIR) Contract DIR-TSO-4288. (LJ)
- [14.](#) Consider and act upon an ordinance amending Chapter 13, "Utilities", of the Code of Ordinances of the Town of Prosper, Texas, by amending Section 13.11.001, "Plan Adopted", of Article 13.11, "FOG Outreach Plan." (FJ)
- [15.](#) Consider and act upon an ordinance amending Chapter 13, "Utilities," of the Code of Ordinances of the Town of Prosper, Texas, by amending Article 13.10, "Backflow Prevention Plan." (FJ)
- [16.](#) Consider and act upon approving an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider. (FJ)



- [17.](#) Consider and act upon approving the rebuild of Pump 4 and Pump 5 utilizing Legacy Contracting LP dba Control Specialist LP through the City of Plano cooperative best value Contract No.: 2021-0125-AC. (FJ)
- [18.](#) Consider and act upon approving a shortlist of qualified firms to provide various engineering services to the Town of Prosper. (HW)
- [19.](#) Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the traffic signal warrant study on Gee Road at Acacia Parkway and the design of pedestrian hybrid beacons. (HW)
- [20.](#) Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the design and modification of a Traffic Signal at Dallas North Tollway and Frontier Parkway. (HW)
- [21.](#) Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans including Preston 48 Addition and Teel Plaza 1. (DH)

#### **CITIZEN COMMENTS**

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

#### **REGULAR AGENDA:**

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

#### **Items for Individual Consideration:**

- [22.](#) Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a new Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway. (ZONE-23-0013) (DH)
- [23.](#) Conduct a public hearing and consider and act upon a request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single-Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street. (ZONE-23-0018) (DH)
- [24.](#) Receive an update on the status of the Raymond Community Park project. (DB)
25. 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 20, 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.



**ROADS  
PARKS  
COURTHOUSE  
and JAIL  
EXPANSION  
ANIMAL  
SHELTER  
MEDICAL  
EXAMINER**

**COLLIN COUNTY BOND ELECTION  
VOTE "FOR" ON NOV 7th**

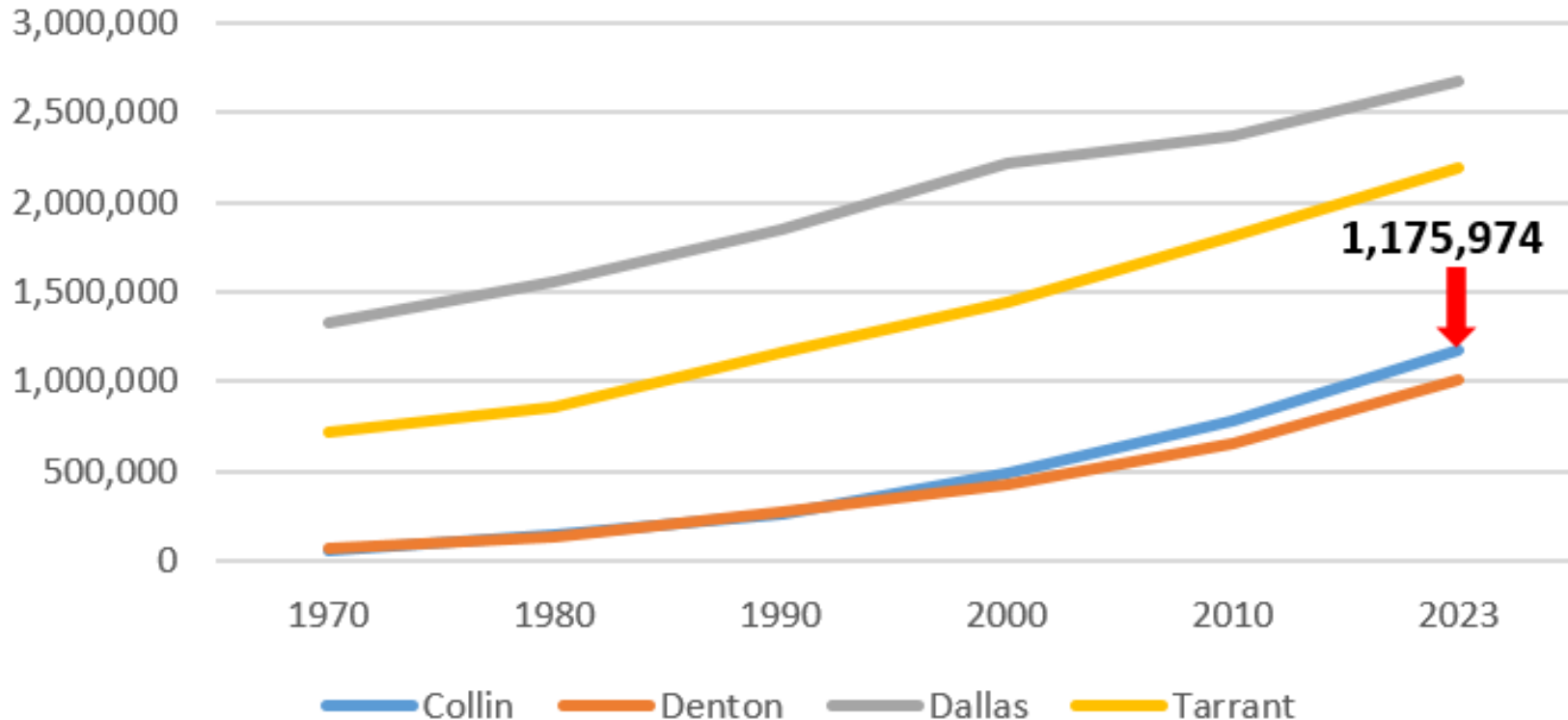
# WHY?

- County is the **third fastest growing in U.S.**
- Population **doubled** since 2000
- Projected to **double again** over next 30 years
- **112 new residents every day** - 40,000 in 2022

# HISTORIC GROWTH

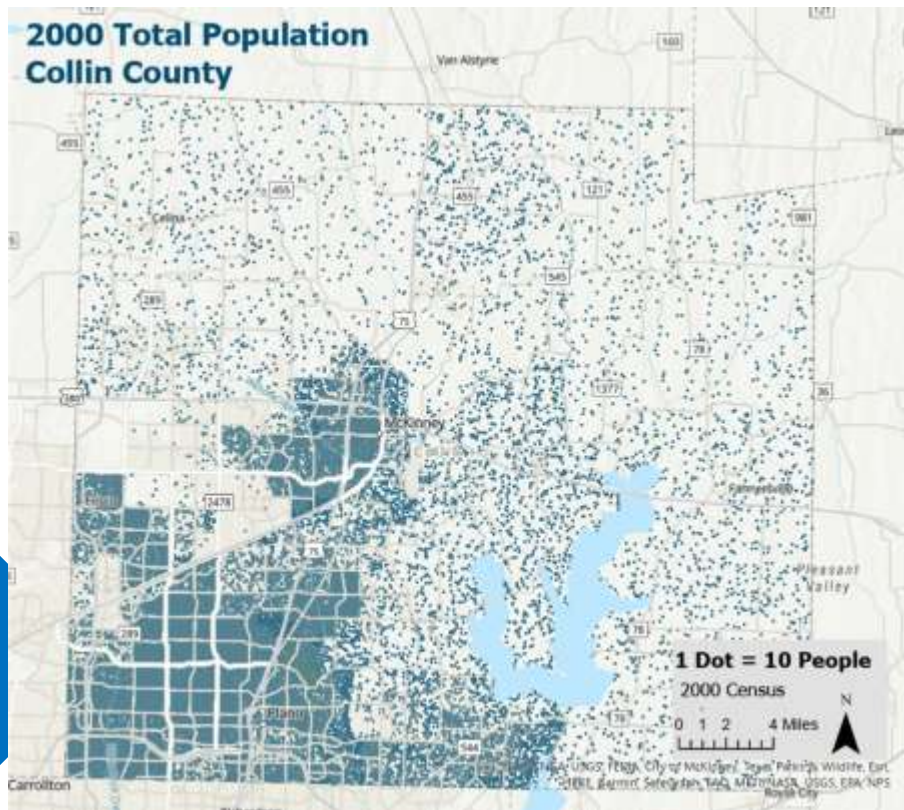
Item 2.

## Population Metroplex Counties, 1970 to Present

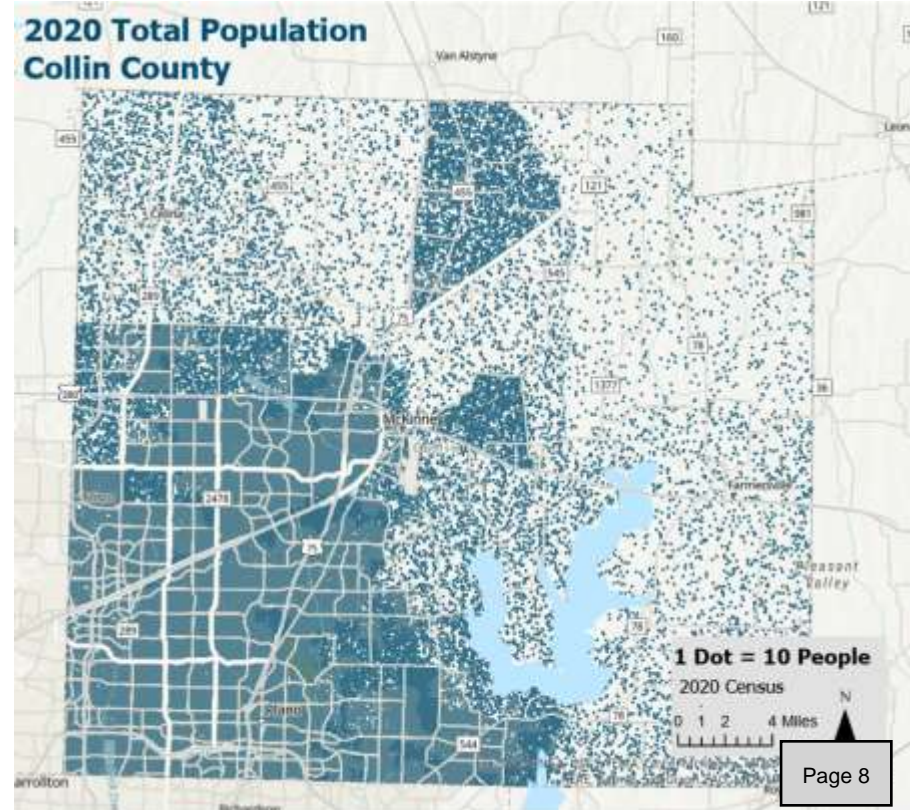


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# HISTORIC GROWTH



2000



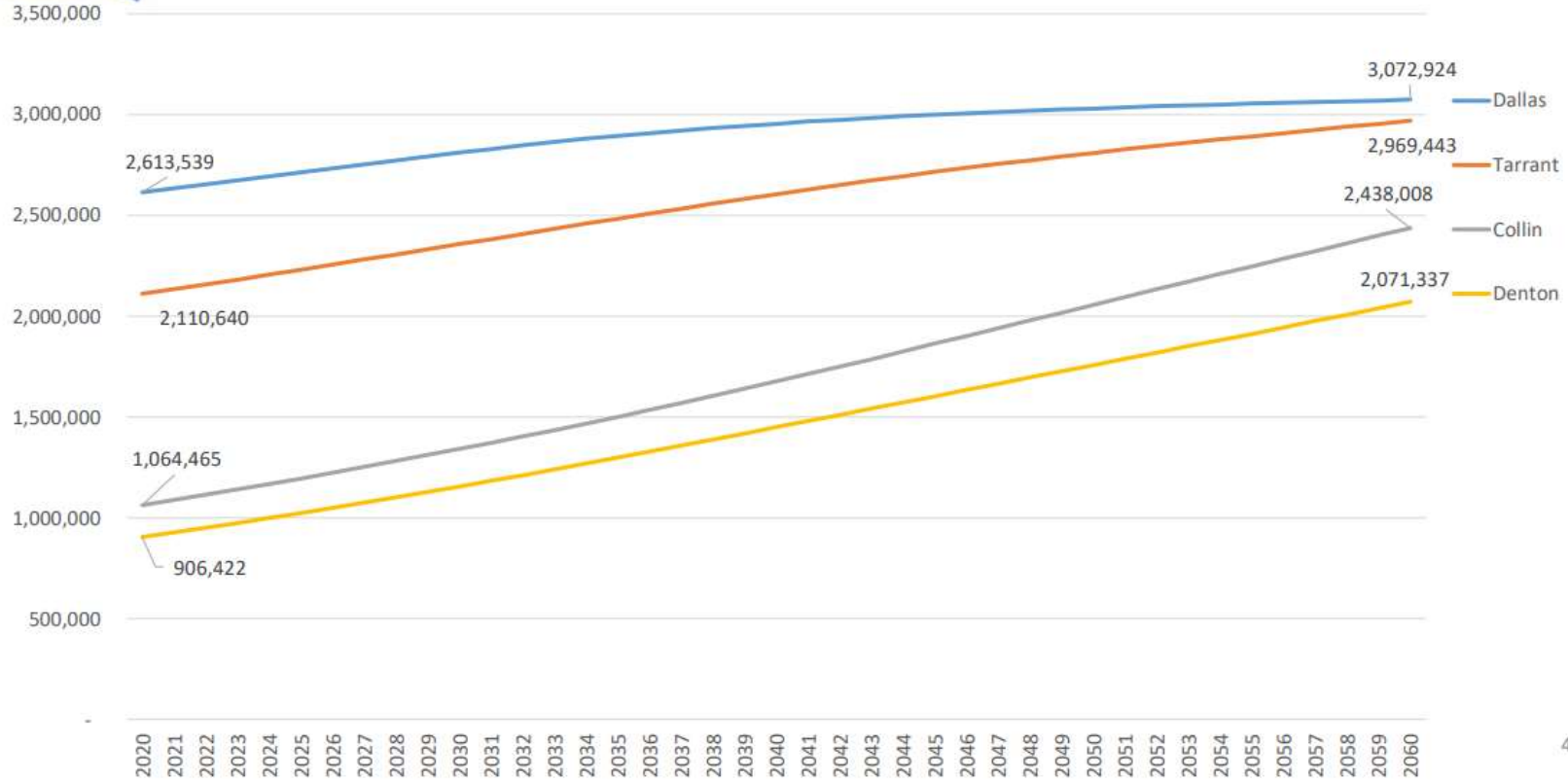
2020



# FUTURE GROWTH

Projected Population for Select Counties, Texas, 2020-2060

Item 2.



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# PROPOSALS

\$683.37 million bond package that includes five propositions

## JUSTICE

PROPOSITION A  
\$261.86M

## ANIMAL SHELTER

PROPOSITION B  
\$5.70M

## HEALTH

PROPOSITION C  
\$13.36M

## PARKS

PROPOSITION D  
\$22.45M

## ROADS

PROPOSITION E  
\$380.00M

# **PROPOSITION A**

## **JUSTICE FACILITIES**

- **Russell A. Steindam Courts Building and Parking** now at capacity
- Needs:
  - Courtroom expansion due to caseload growth
  - Additional District Attorney and District Clerk offices
  - Planned parking garage for additional staff, visitors and larger jury pools

Item 2.



# JUSTICE FACILITIES CONT.

- **Adult Detention Infirmary** over capacity
- Needs:
  - Renovation of infirmary
  - Expansion of medical and mental health bed capacity



# JUSTICE FACILITIES CONT.

- **Juvenile Facilities** nearing capacity
- Needs:
  - Addition of planned **Detention** cluster
  - Addition of space for **Juvenile Probation in the Plano facility**

Proposition A  
Justice System Facility Additions  
**\$261,864,179**



# **PROPOSITION B**

## **ANIMAL SHELTER**

- **Shelter** consistently over capacity
- Number of adoptions much lower than before COVID
- Original facility built in 2006; no expansion since

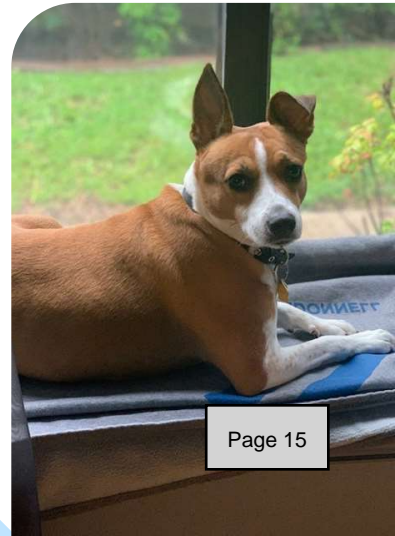


Item 2.



# ANIMAL SHELTER, CONT.

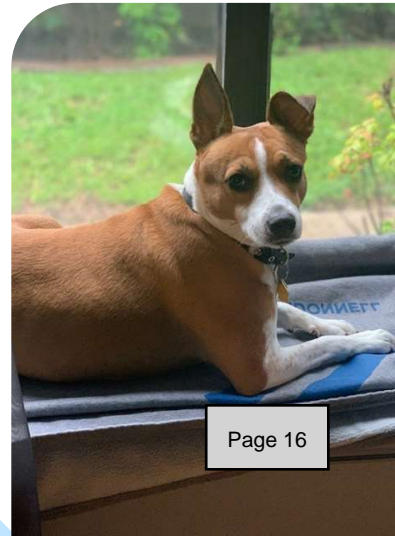
- Needs:
  - Shelter expansion including:
    - Additional 60 kennels for adoptable dogs
    - Additional 40 kennels for adoptable cats
    - Additional rooms for adoption and fostering



# ANIMAL SHELTER, CONT.

- Shared Cost
  - Facilities and operations financially shared by *18 cities and municipal utility districts*
  - Majority of costs reimbursed by other entities

Proposition B  
Animal Shelter Improvements  
\$5,700,000



# PROPOSITION C

## PUBLIC HEALTH

- **Medical Examiner's Facility** built in 1988 (700 Wilmeth Rd.)
- Over capacity
- Outdated for current needs
- No room in current location for expansion for today and future

# PUBLIC HEALTH, CONT.

Item 2.

- Need new building to increase autopsy, storage and administrative capacity
- Federal COVID funds not adequate for Medical Examiner's Facility improvements; need bonds to supplement

**Proposition C**  
**Medical Examiner's Facility**  
**\$13,360,685**

# PROPOSITION D

## PARKS AND OPEN SPACE

- More **Parks and Open Space** to meet the needs for a growing County population
- Original buildings at **Myers Park and Event Center** need structural upgrades

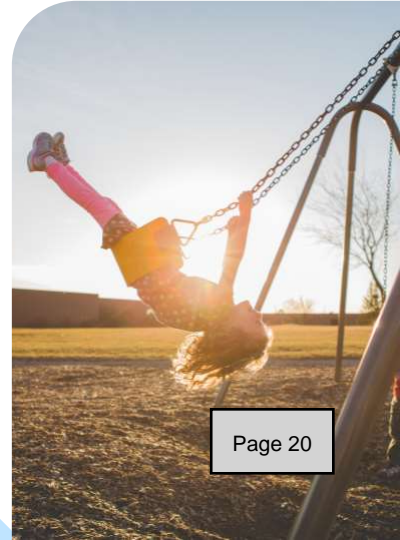
Item 2.



# PARKS AND OPEN SPACE, CONT.

- Needs:
  - Partnering with cities for development of parks and open space
  - Reconstruction and renovation of aging facilities at Myers Park and Event Center

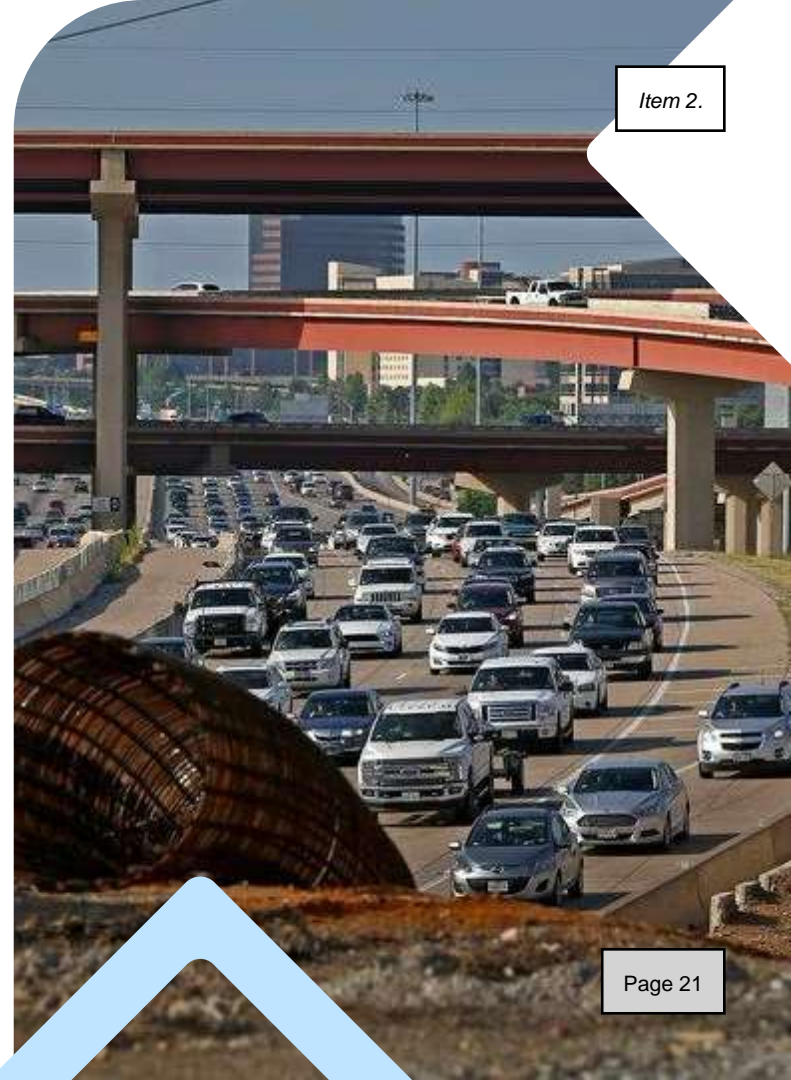
**Proposition D**  
**Parks & Open Space**  
**\$22,450,000**





# PROPOSITION E ROADS

- Inadequate **Countywide Road Capacity** to sustain the local economy through the efficient movement of people and goods
- Deteriorating **Road Conditions** due to dramatic increase in development inside and outside of cities



Item 2.

# ROADWAYS, CONT.

- Needs:
  - Capacity and structural improvements to county roads
  - Development of new regional thoroughfares and freeways
  - Partnerships with other transportation agencies for improvements to regional corridors

**Proposition E – Roads**  
**\$380,000,000**



# 2023 Collin County Bond Program

## SUMMARY

■	Prop A	Justice Facilities	\$261,864,179
■	Prop B	Animal Shelter	\$ 5,700,000
■	Prop C	Medical Examiner	\$ 13,360,685
■	Prop D	Parks & Open Space	\$ 22,450,000
■	Prop E	Roads	<u>\$ 380,000,000</u>

**Total**

**\$ 683,374,86**

# 2023 Collin County Bond Program

## Tax Impact

- **NO TAX RATE INCREASE; actually 5.5% lower than previous year**
- **2023 average home value 13.8% higher than 2022**
- **Max 10% per year increase in home assessed value with homestead exemption**
- **Collin County taxes frozen for everyone age 65 and over and cannot increase**

Collin County Tax Rate	
Tax Year	Rate
2020	\$0.174951
2021	\$0.172531
2022	\$0.168087
2023	\$0.152443
2024	\$0.149343

# **Election Day**

November 7, 2023

Item 2.

## **Early Voting**

October 23 to November 3

# **Polling Locations and More Information**

[www.collincountytexas.gov](http://www.collincountytexas.gov)

# For Questions

## Contact

**CC2023BondProgram@gmail.com**



## 2023 Collin County Bond Election FAQ's

1. Will my taxes increase because of the bond election?
  - **THE TAX RATE IS GOING DOWN AND HAS DECREASED FOR THE LAST 5 YEARS.**
2. Which roads will we be building with the bond election?
  - **AFTER THE BOND ELECTION PASSES THE COUNTY WILL MAKE A CALL FOR PROJECTS TO THE CITIES WITHIN COLLIN COUNTY. THE SUBMITTED PROJECTS WILL BE REVIEWED AND ASSESSED BY THE COUNTY COMMISSIONERS COURT. THE COMMISSIONERS COURT WILL DETERMINE THE ROADS THAT ARE THE HIGHEST PRIORITY TO IMPROVE MOBILITY.**
3. Why do my taxes keep increasing while you are stating the tax rate is decreasing?
  - **BECAUSE YOUR APPRISAL IS INCREASING OR THE VALUE OF YOUR PROPERTY IS INCREASING**
4. Does the county have a list of projects that make up the \$380M for roads?
  - **NO – SAME AS #2.**
5. For the cities that participate in the partnership with the county on the animal shelter will the city costs increase?
  - **YES THE CITIES AND COUNTY WILL HAVE TO PAY THEIR PROPORTIONAL AMOUNT BASED ON AN AGREEMENT BETWEEN ALL PARTIES.**
6. What roads are left to build in Frisco that are in Collin County?
  - **GET WITH THE CITY ENGINEER TO DETERMINE.**
7. Will the partnership between the county and city for parks/open space be similar to roads?
  - **THE CITIES WILL HAVE AN OPPORTUNITY TO SUBMIT A PROJECT OR PROJECTS EVERY YEAR AND THE COUNTY PARKS FOUNDATION BOARD WILL RECOMMEND TO THE COMMISSIONERS COURT WHICH PROJECTS SHOULD RECEIVE AWARDS.**
8. What year was the county courthouse constructed? Don't we have enough courtrooms? Why didn't we build enough courtrooms when the courthouse was built?
  - **IT OPENED IN 2007. YOU NEVER BUILD ANYTHING TO ACCOMMODATE FUTURE GROWTH THAT MAY OR MAY NOT COME. THE COURTHOUSE WAS PLANNED AND CONSTRUCTED FOR FUTURE EXPANSION. WE HAD ENOUGH COURTROOMS IN 2007 BUT THE POPULATION HAS INCREASED TREMENDOUSLY WITH THE PLAN BEING TO EXPAND WHEN NEEDED. THE COUNTY DOUBLED IN POPULATION FROM 2000 TO 2017, AND IT WILL DOUBLE AGAIN IN THE NEXT 30 YEARS. IT IS NOT WISE NOR CAN THE COUNTY AFFORD TO BUILD 2 TO 4 TIMES WHAT IS NEEDED AND LET ALL THE EXTRA COURTS SIT EMPTY WAITING MANY YEARS TO BE USED.**
9. What is the County's plan for transit?
  - **TRANSIT SERVICE IN THE NORTH CENTRAL TEXAS REGION IS PROVIDED BY ONE OF THREE 'AUTHORITIES', NOT BY CITIES OR COUNTIES. THE COUNTY CAN PLAN AND MAKE RECOMMENDATIONS. THE CITIES IN COLLIN COUNTY ARE BEING BUILT WITH THE DENSITIES TO JUSTIFY FIXED-ROUTE BUS SERVICE, SO MICRO-TRANSIT, WHICH IS 'ON-DEMAND' INDIVIDUAL VEHICLE SERVICE (LIKE UBER/LYFT) IS THE MOST EFFECTIVE MANNER THAT THE 'AUTHORITIES' WILL BE ABLE TO PROVIDE TRANSIT. THE EXTENSION OF DART LINE IN PLANO AND THE USE OF THE BNSF RAILROAD IN FRISCO WILL HELP. PROSPER AND CELINA WILL TAKE ACTION BY THE 'AUTHORITIES' AND THE BNSF RAILROAD.**

10. Will money be allocated for electric vehicle infrastructure?

- **MAYBE, BUT NOT IN THIS BOND PROGRAM, BUT IF A NEED ARISES IT WILL BE LOOKED AT. WE DO NOT HAVE ANY CURRENT PLANS. CURRENT PLANNERS HAVE BEEN ASKED TO TAKE INTO ACCOUNT THE FUTURE (TRANSIT, AUTONOMOUS/CONNECTED VEHICLES, ELECTRIC VEHICLE CHARGING STATIONS). COLLIN COUNTY HAS MORE ELECTRIC VEHICLES THAN ANY NORTH TEXAS COUNTY.**

11. What mechanisms does the County have to preserve right-of-way?

- **LEGISLATORS MAKE IT MORE DIFFICULT BUT THE COUNTY HAS THE SAME POWERS AS THE CITY. CITIES AND COUNTIES USED TO HAVE THE ABILITY TO REQUIRE DEVELOPERS TO DEDICATE R-O-W FOR FUTURE THOROUGHFARES. HOWEVER, THE LAST SESSION OF THE LEGISLATURE TOOK AWAY THE AUTHORITY OF BOTH THE CITIES AND COUNTIES TO DO SO. CITIES AND COUNTIES ARE TRYING TO SEE WHAT OPTIONS MAY BE LEFT.**



## MINUTES

Item 3.

**Prosper Town Council Work Session**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, October 10, 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 - *Virtual*  
Councilmember Chris Kern  
Councilmember Charles Cotten - *Virtual*

#### **Council Members Absent:**

Councilmember Jeff Hodges

#### **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  
Hulon Webb, Director of Engineering Services  
David Hoover, Development Services Director  
Leigh Johnson, Director of IT  
Suzanne Porter, Planning Manager

### **Items for Individual Consideration**

#### **1. Discussion regarding the Town's fence screening requirements. (CE)**

Mr. Ewings commented on the recent challenges regarding the Town's fence screening requirements, which are listed within the Subdivision and Building Regulations within the Town's Code of Ordinances. Staff is proposing amendments to the screening regulations by adding reference to thoroughfare and collector roadways in the fence section of Building Regulations, that is does not prohibit "live screening," and prohibits placing any material that does not maintain 50% through vision of an ornamental fence on the fence or in the building setback area.

The Town Council discussed the 50% regulation, how staff would address enforcement, educating new subdivisions and residents regarding the requirements, grandfathered fences, fence permits, and expanding the definition within the ordinance to address older fence types.

#### **2. Discuss proposed Zoning Ordinance amendments requested by Town Council (DH)**

Mr. Hoover began by noting the Planning and Zoning Commissions request for Joint Workshops before some meetings to discuss items of interest, upcoming

developments, and additional topics. Mayor Bristol noted he is in favor of Joint Workshops when it is regarding a major development and/or significant zoning case. In addition, he would encourage the Commission to attend Town Council meetings when these items are on their agenda.

Mr. Hoover outlined upcoming amendments that staff will be bringing forward that have been requested by the Administration and Town Council. These amendments include additional and updated landscaping requirements, additional screening requirements for drive-thru's and dumpsters, multi-family building construction standards, and signage. In addition, staff will be bringing forward overlay districts for the Dallas North Tollway District, Downtown District, and US 380. Staff is also seeking feedback on additional items of interest including short-term rentals and not allowing used car dealerships unless a new one is attached.

The Town Council discussed the timeframe of completing the listed amendments, expectations, and efforts of staff regarding the overlay districts, as well as the value of doing them.

**Adjourn.**

The meeting was adjourned at 6:02 p.m.

These minutes were approved on the 24<sup>th</sup> day of October 2023.

**APPROVED:**

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**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**

## MINUTES

**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
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### **Call to Order/ Roll Call.**

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#### **Council Members Present:**

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

#### **Council Members Absent:**

Councilmember Amy Bartley  
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  
Mary Ann Moon, Economic Development Director  
David Hoover, Development Services Director  
Hulon Webb, Director of Engineering  
Suzanne Porter, Planning Manager  
Brady Cudd, Building Official  
Ryan Patterson, Assistant Finance Director  
Leigh Johnson, IT Director  
Todd Rice, Communications Manager  
Doug Kowalski, Police Chief  
Shaw Eft, Assistant 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:

Thank you to everyone who joined us for “Celebrate Prosper” in Frontier Park this past Saturday. A special thank you to the Parks and Recreation Department, our volunteers, and all those who were involved in making it a great event.

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.

The Prosper Community Library is going on the road for Halloween at Frontier Park on Friday, October 20 at 10:30 a.m. This family-friendly event for all ages will include stories and songs to celebrate the enchanting spirit of Halloween. Participants are encouraged to come dressed in their favorite costume. Visit [prosper.tx.gov/fallprograms](http://prosper.tx.gov/fallprograms) for more information.

Join the Prosper Community Library on Thursday, October 26 from 6 to 7 p.m. for a heartwarming Trick or Treat event designed especially for children with special needs and their families to enjoy a fun Halloween experience. Visit [prosper.tx.gov/fallprograms](http://prosper.tx.gov/fallprograms) for more details.

Join the Town for its annual Arbor Day Celebration on Saturday, November 4 at 9:00 a.m. at Windsong Park located at 950 Cooper Canyon Drive for a fun morning of planting and learning about trees.

The annual Prosper Veterans Day 5K & Fun Run will be held on Saturday, November 11. The event is open to runners and walkers of all ages. Join us for a day of unity and support for our veterans. Register today by visiting [prosper.tx.gov/veteransday5k](http://prosper.tx.gov/veteransday5k).

### **Presentations.**

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

Mayor Bristol recognized outgoing members by presenting a certificate and announcing those unable to attend.

### **CONSENT AGENDA:**

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

- 2. Consider and act upon the minutes from the 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 Ordinance 2023-66 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)**

Mayor Pro-Tem Andres made a motion to approve items 2 through 14. Deputy Mayor Pro-Tem Ray seconded that motion. Motion carried with a 4-0 vote.

#### **CITIZEN COMMENTS**

Gordon Jones, 305 Oak Trail Drive, stated his concerns of being able to peacefully protest within his First Amendment rights.

#### **Items for Individual Consideration:**

15. **Conduct a public hearing and consider and act upon Ordinance 2023-67 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)**

Mr. Cudd presented an overview of the new items within the Electrical Code noting the reason for the change being the Town’s ordinance will match the technical requirements mandated by the Texas Department of Licensing and Regulation.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

Deputy Mayor Pro-Tem Ray made a motion to approve Ordinance 2023-67 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”. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 4-0 vote.

16. **Consider and act upon Resolution 2023-68 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)**

Mr. Webb stated to facilitate the construction of this project, it is necessary for the Town to acquire several parcels of right-of-way. 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.

The Town Council asked if the design was the same as initially agreed upon and if this road would eventually be six lanes divided. Mr. Webb confirmed that both comments were true.

Mayor Pro-Tem Andres made a motion 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. Deputy Mayor Pro-Tem Ray seconded that motion.

Deputy Mayor Pro-Tem Ray – In favor  
Mayor Bristol – In favor  
Mayor Pro-Tem Andres – In favor  
Councilmember Kern – In favor

Motion carried with a 4-0 vote.

**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)**

Mr. Ewings presented outlining the improvements to the extension of the Dallas North Tollway. The construction includes improvements that benefit the Town; therefore, the Town is required to cover the associated costs. The improvements include the existing braided ramps and U-turns at each major intersection. The Capital Improvement Program (CIP) currently accounts for the cost of these projects.

Councilmember Kern made a motion to authorize 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. Deputy Mayor Pro-Tem Ray seconded that motion. Motion carried with a 4-0 vote.

**18. Consider and act upon a Resolution 2023-69 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)**



Mr. Patterson stated the proposed resolution will allow the Town to pay for projects in the fiscal year 2023-2024 CIP, including costs associated with the construction of street improvements, park improvements, public safety facilities, and water and wastewater infrastructure, and the related infrastructure improvements.

Deputy Mayor Pro-Tem Ray made a motion to approve a Resolution 2023-69 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. Mayor Pro-Tem Andres seconded that motion. Motion carried with a 4-0 vote.

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

Mayor Pro-Tem Andres provided a Legislative Subcommittee report noting that representatives went into Special Session to cover school vouchers and finances. No other reports 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.*

The Town Council recessed into Executive Session at 6:49 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 7:16 p.m.

No action was taken.

**Adjourn.**

The meeting was adjourned at 7:16 p.m.

These minutes were approved on the 24<sup>th</sup> day of October 2023.

**APPROVED:**

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**David F. Bristol, Mayor**

**ATTEST:**

---

**Michelle Lewis Sirianni, Town Secretary**

DRAFT

## FINANCE

**To:** Mayor and Town Council

**From:** Chris Landrum, Finance Director

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

**Re:** September 2023 Monthly Financial Report

Town Council Meeting – October 24, 2023

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

---

**Agenda Item:**

Consider acceptance of the September 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 September 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. Fourth Quarter Financial Summary
2. Monthly Financial Report – September 30, 2023

**Town Staff Recommendation:**

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

**Proposed Motion:**

I move to accept the September 2023 monthly financial report in compliance with Charter requirements.



# MONTHLY FINANCIAL REPORT

## as of September 30, 2023

### Cash/Budgetary Basis

Prepared by  
Finance Department

October 24, 2023

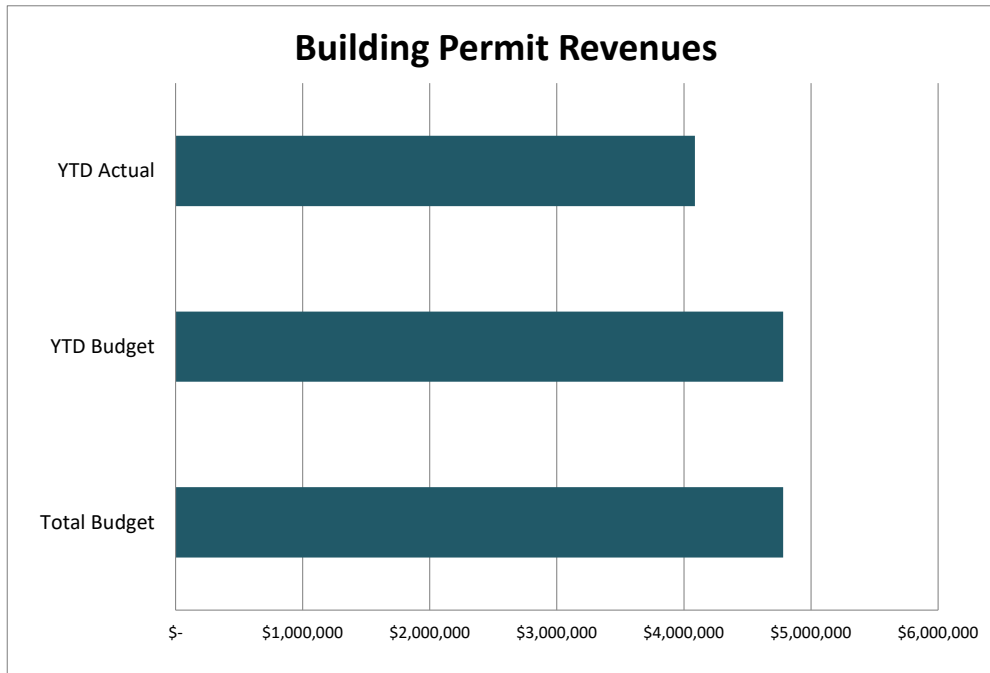
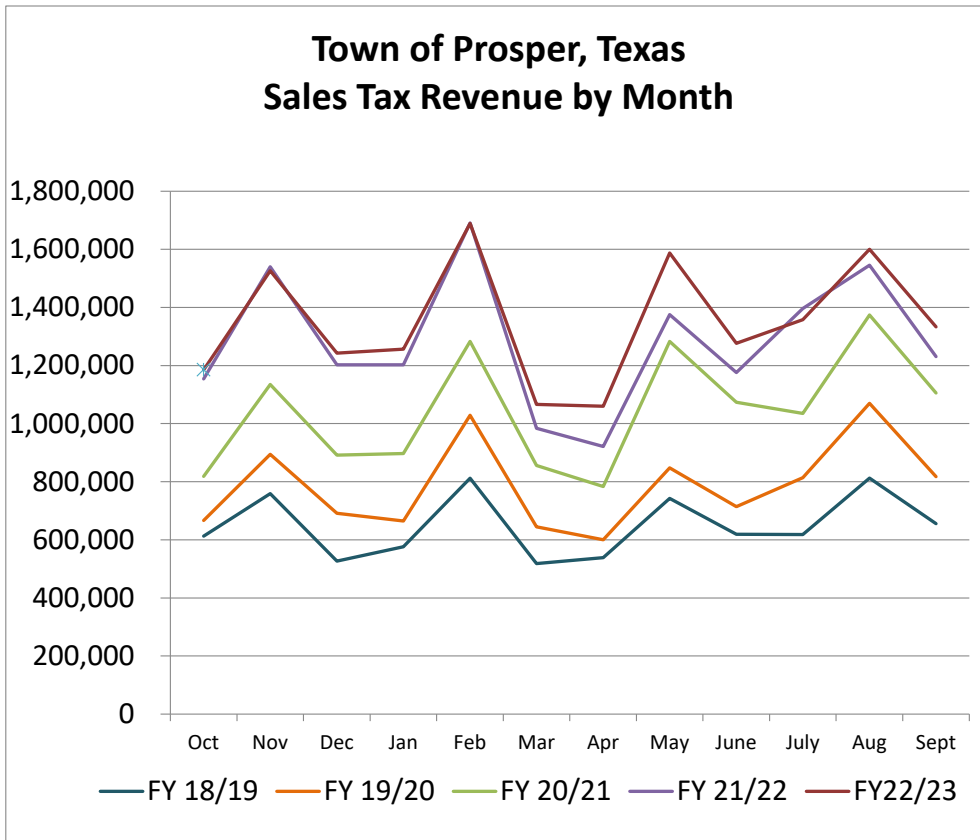
TOWN OF PROSPER, TEXAS

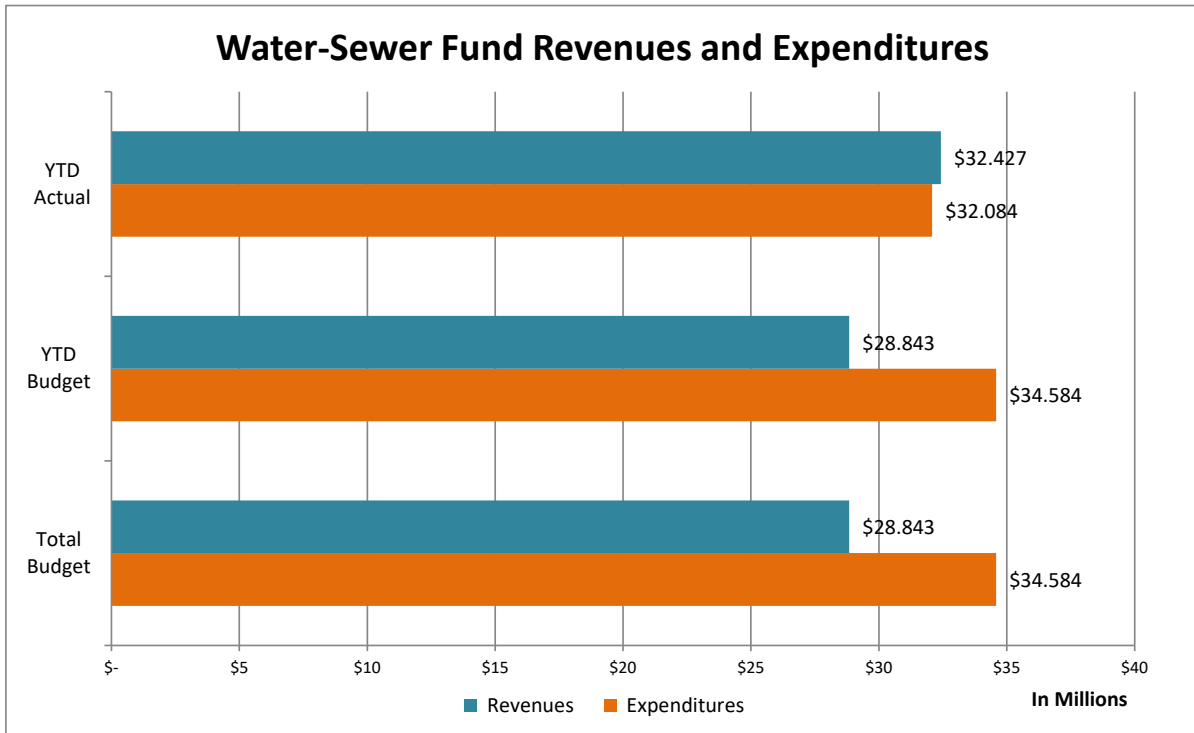
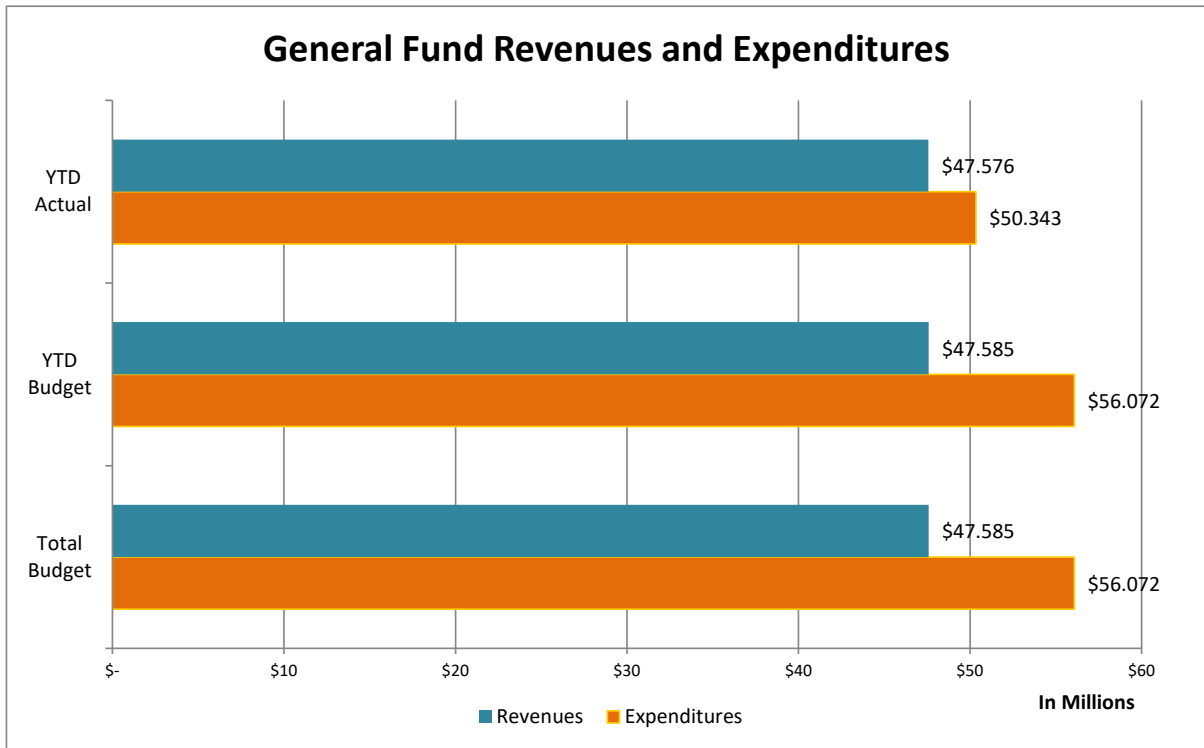
# MONTHLY FINANCIAL REPORT

## September 2023

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**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**September 30, 2023**  
**Expected Year to Date Percent 100%**

**GENERAL FUND**

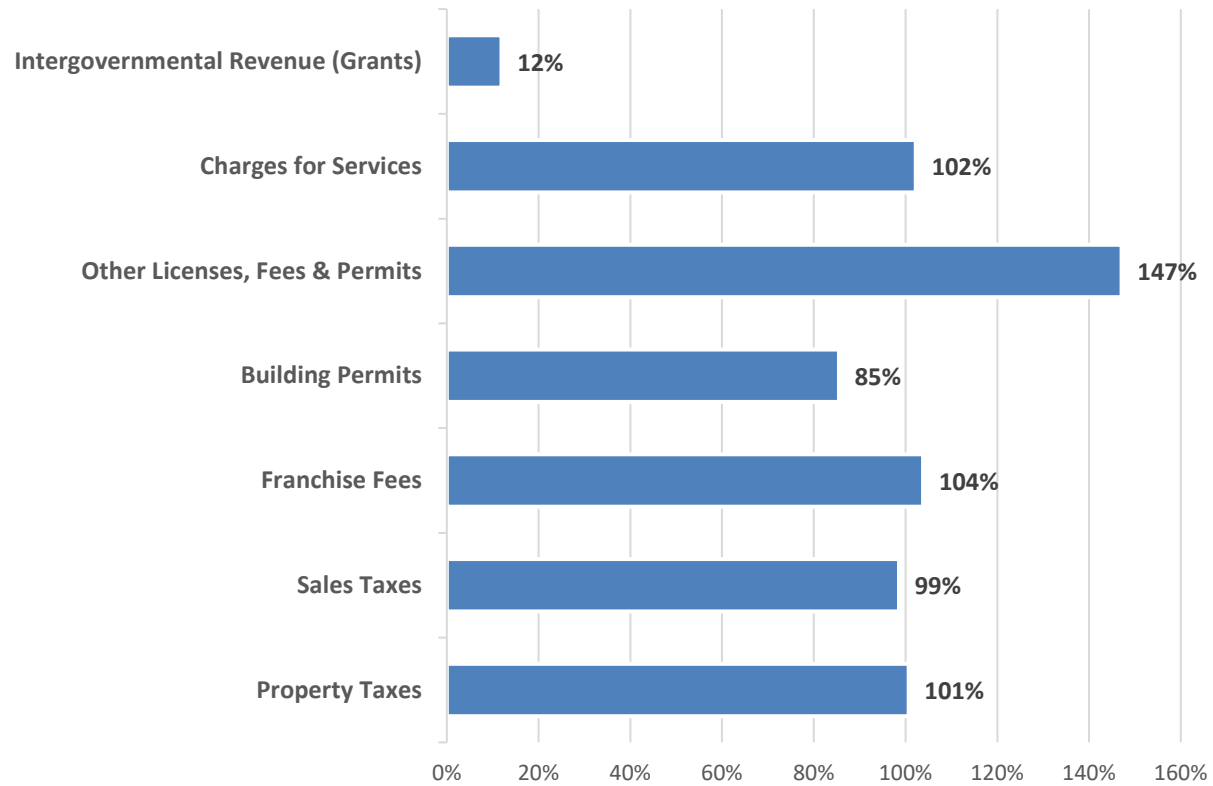
	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
<b>REVENUES</b>										
Property Taxes	\$ 23,519,547	\$ -	\$ 23,519,547	\$ 23,679,523	\$ -	\$ (159,976)	101%	1	\$ 19,144,927	24%
Sales Taxes	10,220,208	-	10,220,208	10,073,846	-	146,362	99%	2	9,600,756	5%
Franchise Fees	2,404,527	-	2,404,527	2,496,380	-	(91,853)	104%		2,426,659	3%
Building Permits	4,781,000	-	4,781,000	4,087,013	-	693,987	85%		4,508,584	-9%
Other Licenses, Fees & Permits	1,552,430	80,000	1,632,430	2,401,214	-	(768,784)	147%		2,175,327	10%
Charges for Services	1,240,961	-	1,240,961	1,268,586	-	(27,625)	102%		1,078,945	18%
Fines & Warrants	250,425	-	250,425	394,326	-	(143,901)	157%		254,866	55%
Intergovernmental Revenue (Grants)	1,525,000	-	1,525,000	181,746	-	1,343,254	12%		354,719	-49%
Interest Income	150,000	-	150,000	930,472	-	(780,472)	620%		128,577	624%
Transfers In	1,235,335	-	1,235,335	1,244,865	-	(9,530)	101%		1,122,327	11%
Miscellaneous	116,576	-	116,576	131,753	-	(15,177)	113%		327,546	-60%
Park Fees	509,300	-	509,300	686,571	-	(177,271)	135%		748,385	-8%
Total Revenues	\$ 47,505,309	\$ 80,000	\$ 47,585,309	\$ 47,576,294	\$ -	\$ 9,015	100%		\$ 41,871,619	14%
<b>EXPENDITURES</b>										
Administration	\$ 9,341,007	\$ 729,900	\$ 10,070,907	\$ 8,538,529	\$ 645,400	\$ 886,978	91%		\$ 7,761,381	10%
Police	6,635,120	1,111,113	7,746,233	6,947,168	475,964	323,101	96%		6,044,992	15%
Fire/EMS	9,990,721	35,083	10,025,804	9,767,067	8,441	250,296	98%		7,848,319	24%
Public Works	4,136,738	(174,324)	3,962,414	3,910,962	477,303	(425,852)	111%		3,393,830	15%
Community Services	7,174,446	113,200	7,287,646	5,844,493	61,470	1,381,684	81%		5,427,277	8%
Development Services	4,173,570	294,487	4,468,057	2,996,998	19,851	1,451,208	68%		3,667,110	-18%
Engineering	2,601,325	301,867	2,903,192	2,729,943	27,103	146,146	95%		2,149,764	27%
Transfers Out	7,780,485	1,826,888	9,607,373	9,607,373	-	-	100%		7,237,030	33%
Total Expenses	\$ 51,833,412	\$ 4,238,214	\$ 56,071,627	\$ 50,342,532	\$ 1,715,532	\$ 4,013,562	93%		\$ 43,529,704	16%
REVENUE OVER (UNDER) EXPENDITURES	\$ (4,328,103)	\$ (4,158,214)	\$ (8,486,318)	\$ (2,766,239)					\$ (1,658,084)	
Beginning Fund Balance October 1-Unassigned/Unrestricted			18,925,919	18,925,919						
Ending Fund Balance			<u>\$ 10,439,601</u>	<u>\$ 16,159,680</u>						

**Notes**

- Property taxes are billed in October and the majority of collections occur December through February.
- Franchise fees and other various license and fees are paid quarterly or annually.
- Fund Balance Contingency per Charter and Reserve for FY23 = \$9,213,349 (21%).

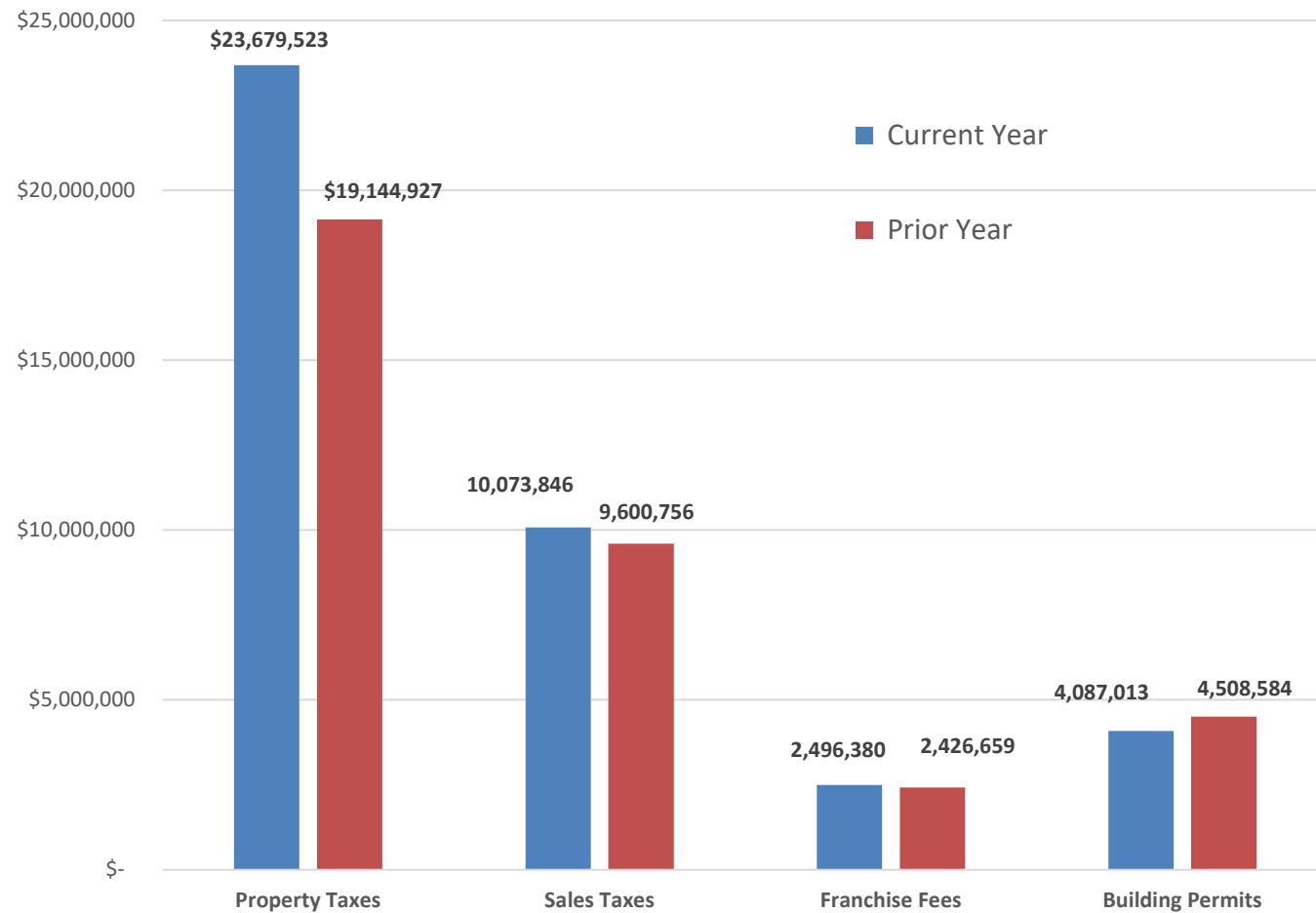


## GENERAL FUND YTD REVENUE % OF ANNUAL BUDGET



# GENERAL FUND REVENUE

## Current YTD to Prior Year YTD Actual Comparison



**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**September 30, 2023**  
**Expected Year to Date Percent 100%**

**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
<b>REVENUES</b>										
Water Charges for Services	\$ 17,557,737	\$ 500,000	\$ 18,057,737	\$ 20,382,158	\$ -	\$ (2,324,421)	113%		\$ 19,080,918	7%
Sewer Charges for Services	9,462,990	200,000	9,662,990	10,350,271	-	(687,281)	107%		9,649,027	7%
Licenses, Fees & Permits	377,705	30,000	407,705	437,248	-	(29,543)	107%		418,701	4%
Utility Billing Penalties	186,900	-	186,900	202,310	-	(15,410)	108%		206,105	-2%
Interest Income	60,000	-	60,000	450,120	-	(390,120)	750%		60,722	641%
Other	467,427	-	467,427	604,976	-	(137,549)	129%		487,380	24%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 28,112,759	\$ 730,000	\$ 28,842,759	\$ 32,427,083	\$ -	\$ (3,584,324)	112%		\$ 29,902,853	8%
<b>EXPENDITURES</b>										
Administration	\$ 1,559,816	\$ 199,091	\$ 1,758,907	\$ 1,814,954	\$ 10,883	\$ (66,930)	104%	1	\$ 1,254,864	45%
Debt Service	4,353,585	-	4,353,585	4,285,203	-	68,382	98%		6,244,386	-31%
Water Purchases	9,605,940	-	9,605,940	10,613,817	-	(1,007,877)	110%		9,379,652	13%
Sewer Management Fee	3,854,505	-	3,854,505	3,989,133	-	(134,628)	103%		3,483,327	15%
Public Works	11,604,745	382,678	11,987,423	6,803,512	123,922	5,059,989	58%		6,497,129	5%
Transfer Out	2,877,339	146,650	3,023,989	4,577,339	-	(1,553,350)	151%		1,000,680	357%
Total Expenses	\$ 33,855,930	\$ 728,419	\$ 34,584,349	\$ 32,083,959	\$ 134,805	\$ 2,500,214	93%		\$ 27,860,039	15%
REVENUE OVER (UNDER) EXPENDITURES	\$ (5,743,171)	\$ 1,581	\$ (5,741,590)	\$ 343,125					\$ 2,042,815	
Beginning Working Capital October 1			12,669,408	12,669,408						
Ending Working Capital			<u>\$ 6,927,818</u>	<u>\$ 13,012,533</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%).

**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**September 30, 2023**  
**Expected Year to Date Percent 100%**

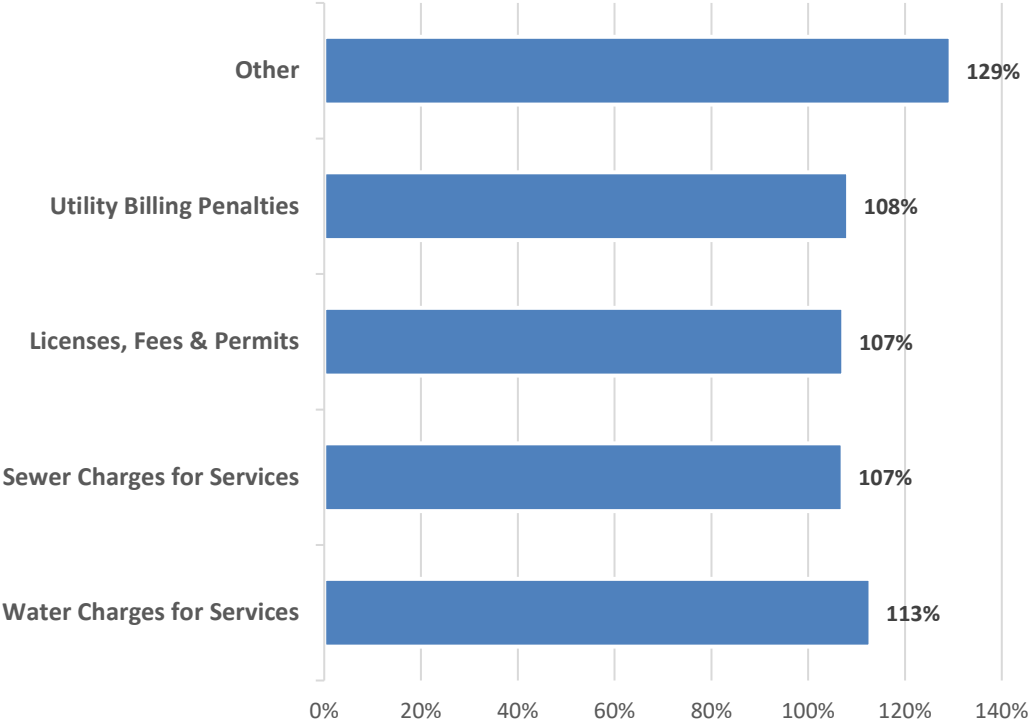
**WATER-SEWER FUND**

	Sep-23		Sep-22		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	12,685	11,978	11,821	11,084	7.68%
# of Accts Commercial	450	406	419	374	7.94%
Consumption-Residential	340,956,770	83,463,310	182,618,260	79,755,893	61.76%
Consumption-Commercial	37,534,940	18,432,350	28,440,700	14,432,660	30.54%
Consumption-Commercial Irrigation	71,358,340		43,725,470		63.20%
Avg Total Res Water Consumption	26,836		15,449		73.71%
Billed (\$) Residential	\$ 2,383,249	\$ 747,167	\$ 1,232,042	\$ 703,539	61.73%
Billed (\$) Commercial	\$ 344,869	\$ 144,783	\$ 263,079	\$ 120,429	27.68%
Billed (\$) Commercial Irrigation	\$ 665,533		\$ 401,457		65.78%
<b>Total Billed (\$)</b>	<b>\$ 3,393,651</b>	<b>\$ 891,950</b>	<b>\$ 1,896,578</b>	<b>\$ 823,968</b>	<b>57.53%</b>

	Average Total Residential Water Consumption by Month			
	FY2023	FY2022	Four Year Average	Cumulative 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	26,836	15,450	18,824	143,618
<b>TOTAL (gal)</b>	<b>162,724</b>	<b>157,239</b>	<b>143,618</b>	

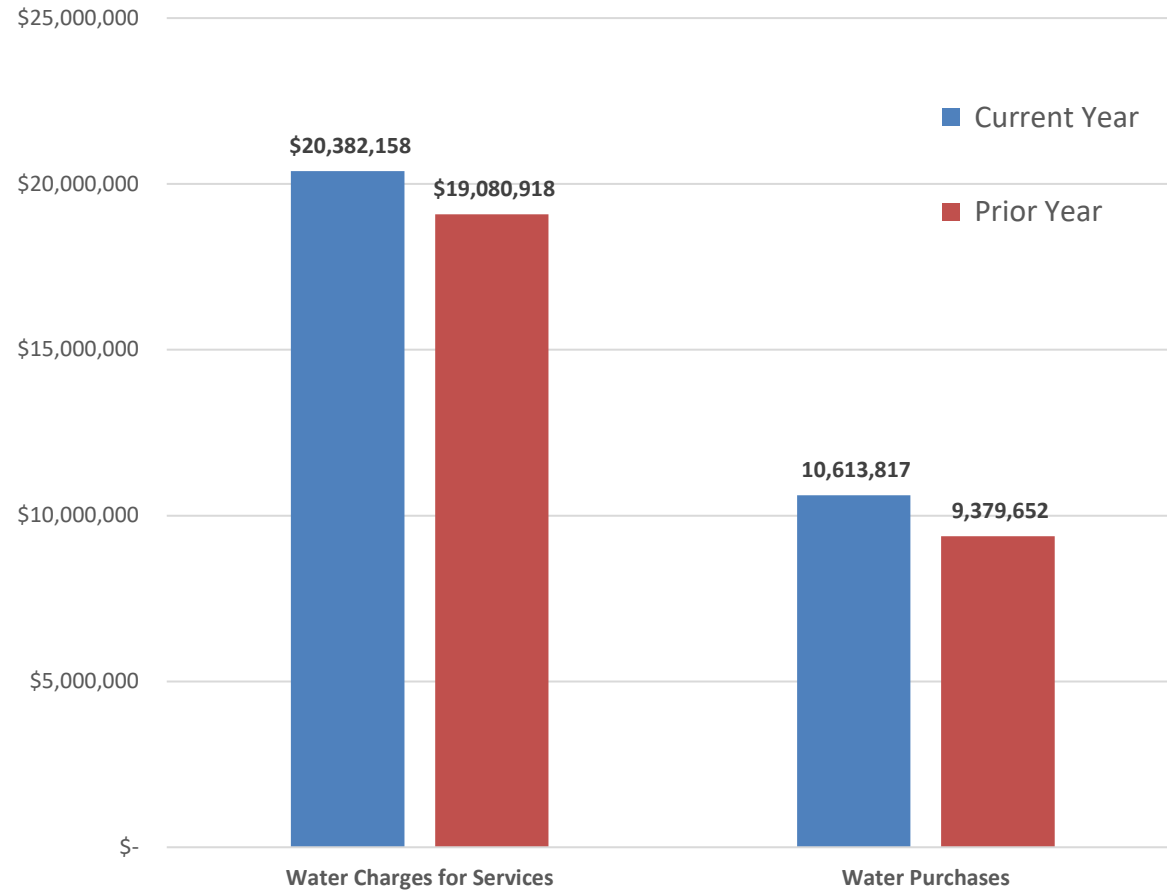
	Rainfall			
	FY2023	FY2022	Average	Cumulative
October	5.65	2.60	4.56	4.56
November	5.82	2.92	3.07	7.63
December	3.43	0.76	2.84	10.47
January	1.29	0.20	2.62	13.09
February	4.51	2.15	3.05	16.14
March	2.69	2.62	3.92	20.06
April	1.20	5.90	3.97	24.03
May	3.62	8.01	5.65	29.68
June	2.35	1.90	4.07	33.75
July	0.47	0.41	2.27	36.02
August	0.07	5.08	2.83	38.85
September	1.18	0.26	2.76	41.61
<b>Annual</b>	<b>32.28</b>	<b>32.81</b>	<b>41.61</b>	

WATER/SEWER REVENUE YTD % OF ANNUAL BUDGET

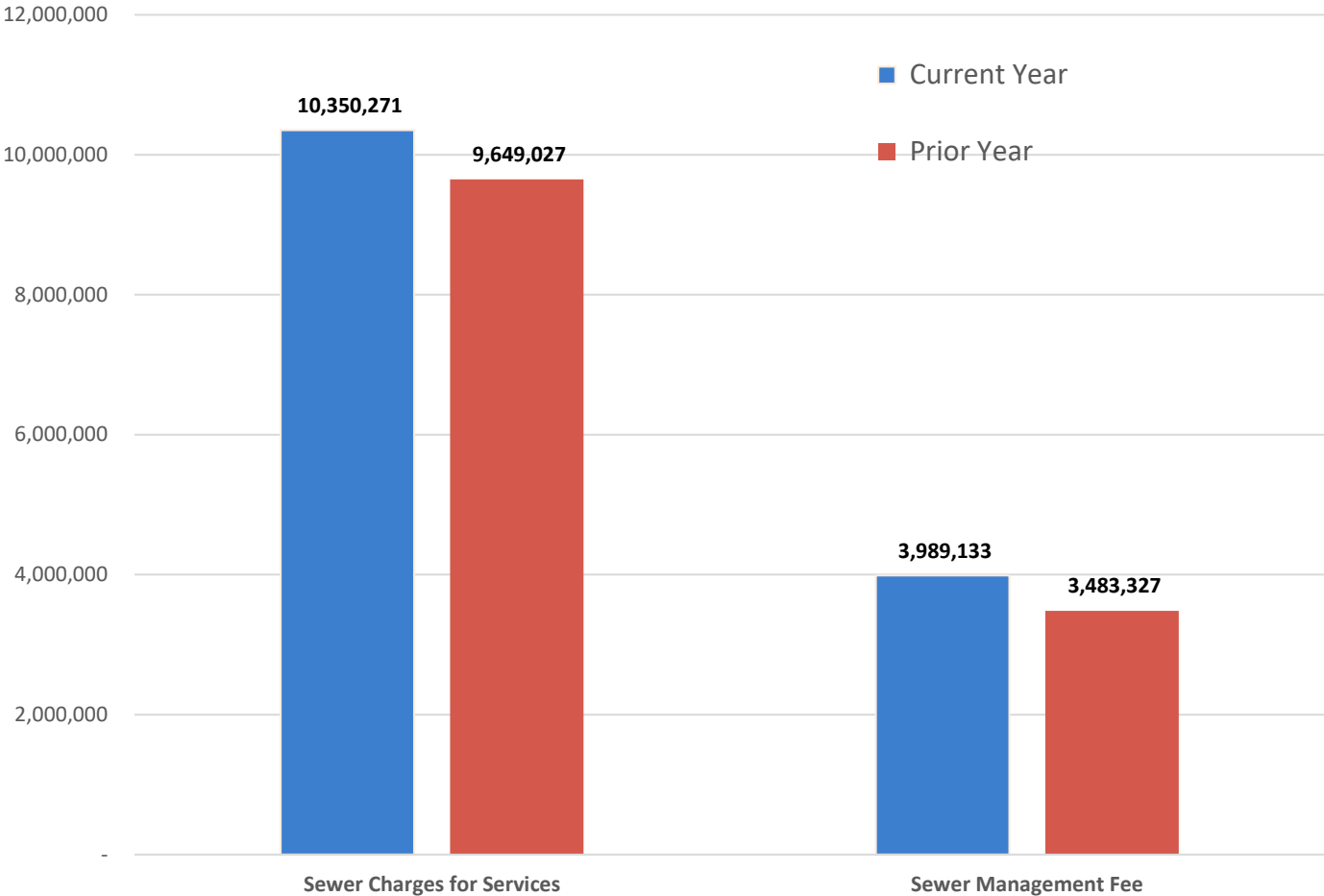


## WATER REVENUE AND EXPENSE

### Current YTD to Prior Year YTD Actual Comparison



**SEWER REVENUE AND EXPENSE**  
Current YTD to Prior Year YTD Actual Comparison



**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**September 30, 2023**  
**Expected Year to Date Percent 100%**

**SOLID WASTE FUND**

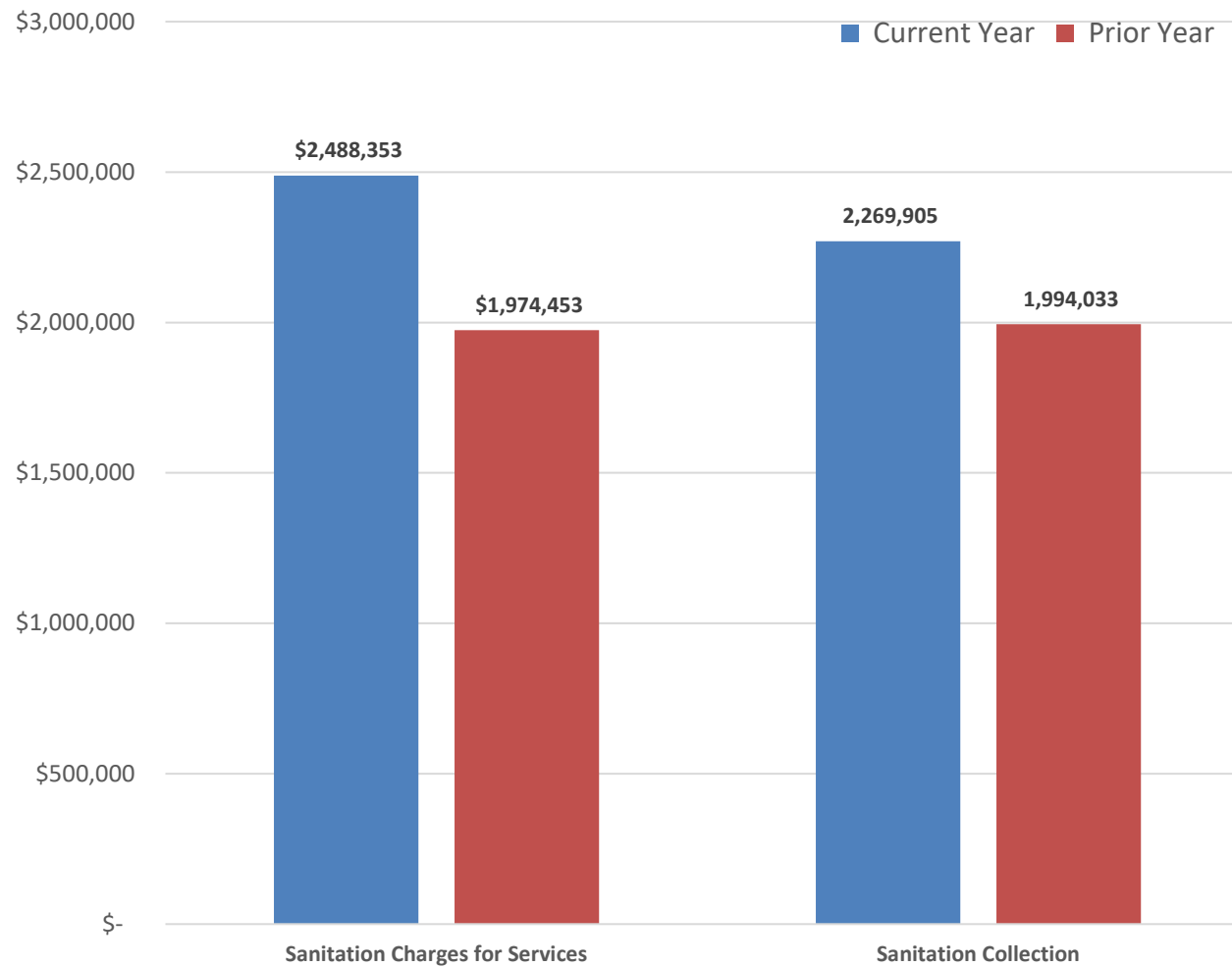
	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
<b>REVENUES</b>										
Sanitation Charges for Services	\$ 2,158,200	\$ -	\$ 2,158,200	\$ 2,488,353	\$ -	\$ (330,153)	115%		\$ 1,974,453	26%
Interest Income	-	-	-	2,910	-	(2,910)	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	\$ 2,541,264	\$ -	\$ 1,366,936	65%		\$ 1,974,453	29%
<b>EXPENDITURES</b>										
Administration	\$ 1,750,000	\$ -	\$ 1,750,000	\$ 49,849	\$ 152	\$ 1,700,000	3%		\$ -	0%
Sanitation Collection	2,158,200	-	2,158,200	2,269,905	-	(111,705)	105%		1,994,033	14%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 3,908,200	\$ -	\$ 3,908,200	\$ 2,319,753	\$ 152	\$ 1,588,295	59%		\$ 1,994,033	16%
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	\$ -	\$ 221,511					\$ (19,580)	
Beginning Working Capital October 1				-	-					
Ending Working Capital			<u>\$ -</u>	<u>\$ 221,511</u>						

Notes



## SOLID WASTE REVENUE AND EXPENSE

### Current YTD to Prior Year YTD Actual Comparison



**TOWN OF PROSPER, TEXAS**  
**MONTHLY FINANCIAL REPORT**  
**September 30, 2023**  
**Expected Year to Date Percent 100%**

**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
<b>REVENUES</b>										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ 168,915	\$ -	\$ (93,915)	225%	1	\$ 90,963	86%
Property Taxes-Current	12,605,972	-	12,605,972	13,128,090	-	(522,118)	104%		10,448,410	26%
Taxes-Penalties	-	-	-	45,922	-	(45,922)	0%		43,165	6%
Interest Income	20,000	-	20,000	142,331	-	(122,331)	712%		15,354	827%
Transfer In	-	-	-	-	-	-	0%		428,581	-100%
Total Revenues	\$ 12,700,972	\$ -	\$ 12,700,972	\$ 13,485,258	\$ -	\$ (784,286)	106%		\$ 11,026,473	22%
<b>EXPENDITURES</b>										
Professional Services	\$ -	\$ -	\$ -	\$ 11,391	\$ -	\$ (11,391)	0%	2	\$ 9,500	20%
Bond Administrative Fees	20,000	-	20,000	5,500	-	14,500	28%		7,805	-30%
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%		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	\$ 12,840,777	\$ -	\$ 70,386	99%		\$ 13,002,117	-1%
REVENUE OVER (UNDER) EXPENDITURES	\$ (210,191)	\$ -	\$ (210,191)	\$ 644,481					\$ (1,975,645)	
Beginning Fund Balance October 1			683,357	683,357					2,619,367	
Ending Fund Balance Current Month			<u>\$ 473,166</u>	<u>\$ 1,327,838</u>					<u>\$ 643,722</u>	

**Notes**

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

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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
<b>REVENUES</b>										
Sales Tax - Town	\$ 2,741,662	\$ -	\$ 2,741,662	\$ 2,681,697	\$ -	\$ 59,965	98%		\$ 2,546,124	5%
Interest Income	1,200	-	1,200	(1,290)	-	2,490	-108%		1,210	-207%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 2,742,862	\$ -	\$ 2,742,862	\$ 2,680,407	\$ -	\$ 62,455	98%		\$ 2,547,335	5%
<b>EXPENDITURES</b>										
Personnel	\$ 2,711,865	\$ -	\$ 2,711,865	\$ 2,812,572	\$ -	\$ (100,707)	104%		\$ 2,551,825	10%
Other	1,200	-	1,200	(4,284)	-	5,484	-357%		20,739	-121%
Total Expenditures	\$ 2,713,065	\$ -	\$ 2,713,065	\$ 2,808,288	\$ -	\$ (95,223)	104%		\$ 2,572,563	9%
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	\$ 29,797	\$ -	\$ 29,797	\$ (127,881)					\$ (25,229)	
Beginning Fund Balance October 1			453,711	453,711					302,439	
Ending Fund Balance Current Month			<u>\$ 483,508</u>	<u>\$ 325,831</u>					<u>\$ 277,210</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	\$ 2,679,030	\$ -	\$ 31,453	99%		\$ 2,541,391	5%
Interest Income	600	-	600	2,596	-	(1,996)	433%		829	213%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 2,711,083	\$ -	\$ 2,711,083	\$ 2,681,626	\$ -	\$ 29,457	99%		\$ 2,542,220	5%
EXPENDITURES										
Personnel	\$ 2,682,642	\$ -	\$ 2,682,642	\$ 2,561,222	\$ -	\$ 121,420	95%		\$ 2,542,556	1%
Other	2,400	-	2,400	(4,284)	-	6,684	-178%		20,739	-121%
Total Expenditures	\$ 2,685,042	\$ -	\$ 2,685,042	\$ 2,556,938	\$ -	\$ 128,104	95%		\$ 2,563,295	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ 26,041	\$ -	\$ 26,041	\$ 124,689					\$ (21,075)	
Beginning Fund Balance October 1			457,409	457,409					203,982	
Ending Fund Balance Current Month			<u>\$ 483,450</u>	<u>\$ 582,098</u>					<u>\$ 182,907</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
<b>REVENUES</b>										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		6,692	-100%
Interest Income	25,000	-	25,000	186,476	-	(161,476)	746%		23,616	690%
Charges for Services	1,385,257	-	1,385,257	1,385,257	-	(0)	100%		1,170,198	18%
Total Revenue	\$ 1,560,257	\$ -	\$ 1,560,257	\$ 1,571,733	\$ -	\$ (11,476)	101%		\$ 1,200,506	31%
<b>EXPENDITURES</b>										
Vehicle Replacement	\$ 754,100	\$ 69,135	\$ 823,235	\$ 388,115	\$ 388,569	\$ 46,551	94%		\$ 717,313	-46%
Equipment Replacement	170,906	-	170,906	9,461	174,887	(13,442)	108%		21,994	-57%
Technology Replacement	293,200	120,277	413,477	152,145	187,692	73,640	82%		199,390	-24%
Total Expenditures	\$ 1,218,206	\$ 189,412	\$ 1,407,618	\$ 549,720	\$ 751,148	\$ 106,749	92%		\$ 938,698	-41%
REVENUE OVER (UNDER) EXPENDITURES	\$ 342,051	\$ (189,412)	\$ 152,639	\$ 1,022,013					\$ 261,808	
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>\$ 4,979,875</u>					<u>\$ 4,219,670</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
<b>REVENUES</b>										
Storm Drainage Utility Fee	\$ 825,000	\$ -	\$ 825,000	\$ 865,861	\$ -	\$ (40,861)	105%		\$ 802,435	8%
Drainage Review Fee	3,000	-	3,000	-	-	3,000	0%		9,178	-100%
Interest Income	1,800	-	1,800	(3,465)	-	5,265	-193%		1,175	-395%
Transfer In	-	-	-	-	-	-	0%		531,449	-100%
Other Revenue	-	-	-	2,096	-	(2,096)	0%		-	0%
Total Revenue	\$ 829,800	\$ -	\$ 829,800	\$ 864,492	\$ -	\$ (34,692)	104%		\$ 1,344,237	-36%
<b>EXPENDITURES</b>										
Personnel Services	\$ 181,914	\$ -	\$ 181,914	\$ 165,898	\$ -	\$ 16,017	91%		\$ 153,457	8%
Debt Service	217,575	-	217,575	217,745	-	(170)	100%	2	771,693	-72%
Operating Expenditures	288,177	82,706	370,883	148,278	-	222,605	40%		178,075	-17%
Transfers Out	107,996	-	107,996	109,883	-	(1,887)	102%	1	1,212,784	-91%
Total Expenses	\$ 795,662	\$ 82,706	\$ 878,368	\$ 641,804	\$ -	\$ 236,565	73%		\$ 2,316,009	-72%
REVENUE OVER (UNDER) EXPENDITURES	\$ 34,138	\$ (82,706)	\$ (48,568)	\$ 222,688					\$ (971,772)	
Beginning Working Capital October 1			816,012	816,012					632,579	
Ending Working Capital Current Month			<u>\$ 767,444</u>	<u>\$ 1,038,700</u>					<u>\$ (339,193)</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
<b>REVENUES</b>										
Park Dedication-Fees	\$ 964,000	\$ -	\$ 964,000	\$ 604,429	\$ -	\$ 359,571	63%		\$ 937,660	-36%
Park Dedication - Transfers In	-	-	-	-	-	-	0%		-	0%
Park Improvements	873,000	-	873,000	144,000	-	729,000	16%		272,401	-47%
Contributions/Grants	200,550	-	200,550	200,550	-	-	100%		-	0%
Interest-Park Dedication	2,000	-	2,000	40,429	-	(38,429)	2021%		6,801	494%
Interest-Park Improvements	4,050	-	4,050	34,382	-	(30,332)	849%		6,490	430%
Total Revenue	\$ 2,043,600	\$ -	\$ 2,043,600	\$ 1,023,789	\$ -	\$ 1,019,811	50%		\$ 1,223,351	-16%
<b>EXPENDITURES</b>										
Pecan Grove Park	\$ -	\$ 798,971	\$ 798,971	\$ 847,546	\$ -	\$ (48,575)	106%		\$ -	0%
Windsong Neighborhood Park	100,000	-	100,000	-	-	100,000	0%		-	0%
Capital (Misc. small projects)	-	-	-	-	-	-	0%		5,456	-100%
Transfers Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 100,000	\$ 798,971	\$ 898,971	\$ 847,546	\$ -	\$ 51,425	94%		\$ 5,456	15433%
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	\$ 1,943,600	\$ (798,971)	\$ 1,144,630	\$ 176,244					\$ 1,217,895	
Beginning Fund Balance October 1			2,140,734	2,140,734						
Ending Fund Balance Current Month			<u>\$ 3,285,364</u>	<u>\$ 2,316,978</u>						

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**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
<b>REVENUES</b>									
Impact Fee Revenue:									
Water Impact Fees	\$ -	\$ -	\$ -	\$ 12,226	\$ (12,226)	0%		\$ 308,704	-96%
Wastewater Impact Fees	-	-	-	382,900	(382,900)	0%		629,774	-39%
East Thoroughfare Impact Fees	200,000	-	200,000	62,607	137,393	31%		1,845,901	-97%
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	918,772	105,296	90%		854,284	8%
Sales Taxes - EDC	857,656	-	857,656	769,472	88,184	90%		715,463	8%
Interest Income	6,000	-	6,000	74,822	(68,822)	1247%		7,689	873%
Transfer In	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 3,096,671</b>	<b>\$ -</b>	<b>\$ 3,096,671</b>	<b>\$ 3,203,830</b>	<b>\$ (107,159)</b>	<b>103%</b>		<b>\$ 5,119,115</b>	<b>-37%</b>
<b>EXPENDITURES</b>									
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%
<b>Total Expenses</b>	<b>\$ 3,096,671</b>	<b>\$ -</b>	<b>\$ 3,096,671</b>	<b>\$ 3,607,318</b>	<b>\$ (510,647)</b>	<b>116%</b>		<b>\$ 5,229,934</b>	<b>-31%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			<b>\$ -</b>	<b>\$ (403,487)</b>				<b>\$ (110,819)</b>	
Beginning Fund Balance October 1			1,392,520	1,392,520				301,260	
Ending Fund Balance Current Month			<u>\$ 1,392,520</u>	<u>\$ 989,033</u>				<u>\$ 190,441</u>	



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**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
<b>REVENUES</b>									
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	1,551	(1,476)	2068%		160	870%
Total Revenue	\$ 40,673	\$ -	\$ 40,673	\$ 41,671	\$ (998)	102%		\$ 184,577	-77%
<b>EXPENDITURES</b>									
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%
<b>REVENUE OVER (UNDER) EXPENDITURES</b>			\$ -	\$ 665				\$ 28	
Beginning Fund Balance October 1			24,835	24,835				25,189	
Ending Fund Balance Current Month			<u>\$ 24,835</u>	<u>\$ 25,500</u>				<u>\$ 25,217</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
<b>REVENUES</b>									
Impact Fees Water		\$ 3,500,000	\$ -	\$ 3,500,000	\$ 3,556,059				
Interest Income		45,000	-	45,000	232,813				
Total Revenues		<u>\$ 3,545,000</u>	<u>\$ -</u>	<u>\$ 3,545,000</u>	<u>\$ 3,788,872</u>				
<b>EXPENDITURES</b>									
<b>Developer Reimbursements</b>									
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>	<u>\$ 358,854</u>
<b>Capital Expenditures</b>									
12" Water Line - DNT	\$ 200,000	\$ 24,250	\$ 85,042	\$ 109,292	\$ 32,323	\$ 53,697	\$ 23,272	\$ 90,708	\$ 108,314
Lower Pressure Plane Easements	1,500,000	1,400,000	-	1,400,000	95	-	1,399,905	-	1,499,905
Lower Pressure Plane	3,100,000	3,200,000	-	3,200,000	-	-	3,200,000	-	3,100,000
Impact Fee Study	100,000	-	-	-	36,507	63,493	(100,000)	-	-
Total Projects	<u>\$ 4,900,000</u>	<u>\$ 4,624,250</u>	<u>\$ 85,042</u>	<u>\$ 4,709,292</u>	<u>\$ 68,925</u>	<u>\$ 117,190</u>	<u>\$ 4,523,177</u>	<u>\$ 90,708</u>	<u>\$ 4,708,219</u>
Transfer to CIP Fund	-	-	-	-	-	-	-	-	-
Total Transfers Out	<u>\$ -</u>	<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>\$ 994,071</u>	<u>\$ 117,190</u>	<u>\$ 4,882,031</u>	<u>\$ 90,708</u>	<u>\$ 5,067,073</u>
REVENUE OVER (UNDER) EXPENDITURES				\$ (2,448,292)	\$ 2,794,801				
Beginning Fund Balance October 1				4,366,761	4,366,761				
Ending Fund Balance Current Month				<u>\$ 1,918,469</u>	<u>\$ 7,161,562</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
<b>REVENUES</b>									
Impact Fees Wastewater		\$ 1,750,000	\$ -	\$ 1,750,000	\$ 2,343,915				
Interest Income		14,625	-	14,625	110,923				
Upper Trinity Equity Fee		300,000	-	300,000	339,000				
Total Revenues		<u>\$ 2,064,625</u>	<u>\$ -</u>	<u>\$ 2,064,625</u>	<u>\$ 2,793,838</u>				
<b>EXPENDITURES</b>									
<b>Developer Reimbursements</b>									
TVG Westside Utility Developer Reimb	\$ 350,000	\$ 350,000	\$ -	\$ 350,000	\$ 251,704	\$ -	\$ 98,296	\$ -	\$ 98,296
Prosper Partners Utility Developer Reimb	100,000	100,000	-	100,000	-	-	100,000	-	100,000
Frontier Estates Developer Reimb	25,000	25,000	-	25,000	67,519	-	(42,519)	-	(42,519)
LaCima Developer Reimb	20,000	20,000	-	20,000	-	-	20,000	-	20,000
Brookhollow Developer Reimb	100,000	100,000	-	100,000	19,754	-	80,246	-	80,246
TVG Windsong Developer Reimb	700,000	700,000	-	700,000	400,946	-	299,054	-	299,054
All Storage Developer Reimb	50,000	50,000	-	50,000	9,030	-	40,970	-	40,970
Legacy Garden Developer Reimb	60,000	60,000	-	60,000	5,464	-	54,536	-	54,536
Total Developer Reimbursements	<u>\$ 1,405,000</u>	<u>\$ 1,405,000</u>	<u>\$ -</u>	<u>\$ 1,405,000</u>	<u>\$ 754,417</u>	<u>\$ -</u>	<u>\$ 650,583</u>	<u>\$ -</u>	<u>\$ 650,583</u>
<b>Capital Expenditures</b>									
Doe Branch Wastewater Lines	\$ 975,000	\$ 212,000	\$ 314,400	\$ 526,400	\$ 226,685	\$ 586,821	\$ (287,106)	\$ 48,600	\$ 112,894
Impact Fee Study	100,000	-	-	-	36,507	63,493	(100,000)	-	-
Total Projects	<u>\$ 1,075,000</u>	<u>\$ 212,000</u>	<u>\$ 314,400</u>	<u>\$ 526,400</u>	<u>\$ 263,192</u>	<u>\$ 650,314</u>	<u>\$ (387,106)</u>	<u>\$ 48,600</u>	<u>\$ 112,894</u>
Transfer to CIP Fund	-	-	-	-	-	-	-	-	-
Total Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 2,480,000</u>	<u>\$ 1,617,000</u>	<u>\$ 314,400</u>	<u>\$ 1,931,400</u>	<u>\$ 1,017,610</u>	<u>\$ 650,314</u>	<u>\$ 263,477</u>	<u>\$ 48,600</u>	<u>\$ 763,477</u>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>				\$ 133,225	\$ 1,776,228				
<b>Beginning Fund Balance October 1</b>				2,733,394	2,733,394				
<b>Ending Fund Balance Current Month</b>				<u>\$ 2,866,619</u>	<u>\$ 4,509,622</u>				

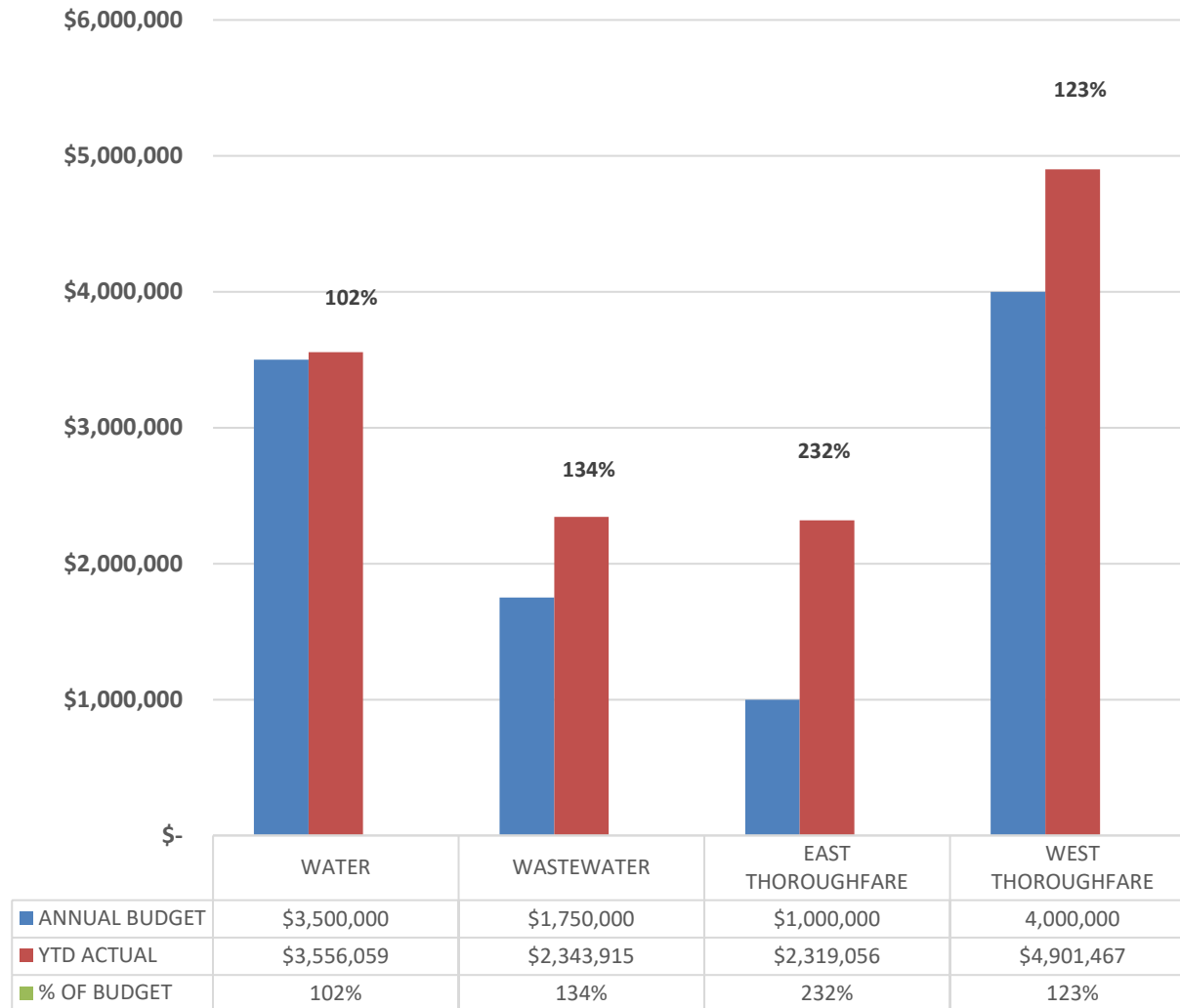
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**THOROUGHFARE IMPACT FEES FUND**

	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
<b>REVENUES</b>									
East Thoroughfare Impact Fees		\$ 1,000,000	\$ -	\$ 1,000,000	\$ 2,319,056				
East Thoroughfare Other Revenue		-	-	-	-				
West Thoroughfare Impact Fees		4,000,000	-	4,000,000	4,901,467				
West Thoroughfare Other Revenue		-	-	-	-				
Interest-East Thoroughfare Impact Fees		14,000	-	14,000	110,885				
Interest-West Thoroughfare Impact Fees		45,000	-	45,000	175,221				
Total Revenues		\$ 5,059,000	\$ -	\$ 5,059,000	\$ 7,506,629				
<b>EXPENDITURES</b>									
<b>East</b>									
FM 1461 (SH289-CR 165)	\$ 175,000	\$ 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	1,424	369,330	44,000	925,776	(6,630)
Impact Fee Study	50,000	-	-	-	8,646	41,354	(50,000)	-	-
Cambridge Park Estates	-	-	-	-	174,494	-	(174,494)	-	(174,494)
Transfer to Capital Project Fund	1,820,000	1,820,000	-	1,820,000	1,360,000	-	460,000	-	460,000
Total East	\$ 3,334,900	\$ 2,045,000	\$ 364,755	\$ 2,409,755	\$ 1,621,638	\$ 410,684	\$ 377,433	\$ 1,079,923	\$ 222,656
<b>West</b>									
Teel 380 Intersection Improvements	\$ 100,000	\$ -	\$ 1,000	\$ 1,000	\$ 1,765	\$ -	\$ (765)	\$ 100,985	\$ (2,750)
Fishtrap (Elem-DNT)	6,600,000	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)	-	(258,333)
Star Trail Developer Reimb	1,500,000	1,500,000	-	1,500,000	2,788,750	-	(1,288,750)	-	(1,288,750)
Tellus Windsong Developer Reimb	750,000	750,000	-	750,000	12,833	-	737,168	-	737,168
Legacy Garden Developer Reimb	200,000	200,000	-	200,000	-	-	200,000	-	200,000
Impact Fee Study	50,000	-	-	-	8,646	41,354	(50,000)	-	-
Transfer to Capital Project Fund	-	-	-	-	331,025	-	(331,025)	-	(331,025)
Total West	\$ 9,700,000	\$ 9,550,000	\$ 1,000	\$ 9,551,000	\$ 3,901,352	\$ 41,354	\$ 5,608,295	\$ 100,985	\$ 5,656,310
Total Expenditures	\$ 13,034,900	\$ 11,595,000	\$ 365,755	\$ 11,960,755	\$ 5,522,990	\$ 452,037	\$ 5,985,727	\$ 1,180,908	\$ 5,878,965
REVENUE OVER (UNDER) EXPENDITURES				\$ (6,901,755)	\$ 1,983,639				
Beginning Fund Balance October 1				10,678,812	10,678,812				
Ending Fund Balance Current Month				<u>\$ 3,777,058</u>	<u>\$ 12,662,451</u>				

# IMPACT FEE REVENUE

YTD Actual to Annual Budget



**TOWN OF PROSPER, TEXAS**  
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**Expected Year to Date Percent 100%**

**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	\$ 22,948	\$ -	\$ (7,448)	148%		\$ 17,668	30%
Fire Donation Revenue	15,500	-	15,500	15,553	-	(53)	100%		17,504	-11%
Child Safety Revenue	28,000	-	28,000	20,956	-	7,044	75%		30,599	-32%
Court Security Revenue	8,000	-	8,000	11,633	-	(3,633)	145%		7,704	51%
Court Technology Revenue	7,650	-	7,650	9,655	-	(2,005)	126%		6,464	49%
Municipal Jury revenue	150	-	150	231	-	(81)	154%		150	54%
Interest Income	2,425	-	2,425	40,665	-	(38,240)	1677%		3,519	1056%
Interest Income CARES/ARPA Funds	-	-	-	234,453	-	(234,453)	0%		23,469	899%
Tree Mitigation	-	-	-	1,542,766	-	(1,542,766)	0%		22,400	6787%
Escrow Income	-	-	-	845,117	-	(845,117)	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%		3,057,202	-100%
Transfer In	-	-	-	-	-	-	0%		-	0%
<b>Total Revenue</b>	<b>\$ 3,125,390</b>	<b>\$ -</b>	<b>\$ 3,125,390</b>	<b>\$ 2,758,463</b>	<b>\$ -</b>	<b>\$ 366,927</b>	<b>88%</b>		<b>\$ 3,189,676</b>	<b>-14%</b>
<b>EXPENDITURES</b>										
LEOSE Expenditure	\$ 17,500	\$ -	\$ 17,500	\$ 5,050	\$ -	\$ 12,450	29%		\$ -	0%
Court Technology Expense	-	-	-	500	-	(500)	0%		10,688	-95%
Court Security Expense	15,675	-	15,675	50	-	15,625	0%		1,397	-96%
Police Donation Expense	38,740	-	38,740	32,784	-	5,956	85%		24,425	34%
Fire Donation Expense	5,387	5,000	10,387	8,796	-	1,591	85%		-	0%
Child Safety Expense	39,761	19,985	59,746	22,859	-	36,887	38%		24,381	-6%
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)	-	-	-	845,117	-	(845,117)	0%		-	0%
<b>Total Expenses</b>	<b>\$ 130,058</b>	<b>\$ 24,985</b>	<b>\$ 155,043</b>	<b>\$ 919,804</b>	<b>\$ -</b>	<b>\$ (773,109)</b>	<b>593%</b>		<b>\$ 460,892</b>	<b>100%</b>
<b>REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 2,995,332</b>	<b>\$ (24,985)</b>	<b>\$ 2,970,347</b>	<b>\$ 1,838,659</b>					<b>\$ 2,728,784</b>	
Beginning Fund Balance October 1			817,219	817,219					567,535	
Ending Fund Balance Current Month			<u>\$ 3,787,566</u>	<u>\$ 2,655,878</u>					<u>\$ 3,296,319</u>	

Notes

TOWN OF PROSPER, TEXAS  
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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
<b>REVENUES</b>									
Grants		\$ -	\$ -	\$ -	\$ -				
Contributions/Interlocal Revenue			1,700,000	1,700,000					
Bond Proceeds		-	-	-	37,298,739				
Interest Income		-	-	-	2,082,289				
Other Revenue		-	-	-	(335,246)				
Transfers In - General Fund		-	1,826,888	1,826,888	9,607,373				
Transfers In - Impact Fee Funds		-	-	-	1,691,025				
Transfers In - Escrows		-	-	-	845,117				
*Transfers In/Out - Bond Funds		-	-	-	-				
Total Revenues		\$ -	\$ 3,526,888	\$ 3,526,888	\$ 51,189,297				
<b>EXPENDITURES</b>									
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	567,968	312,654	704,261	1,540,745	3,365,200
First Street (Elem-DNT) 4 Lanes	30,807,380	-	26,870,802	26,870,802	3,017,495	23,962,559	(109,252)	3,127,872	699,454
Preston Road / First Street Dual Left Turns (Design & Constructi	900,000	-	-	-	-	93,000	(93,000)	-	807,000
First St (Coit-Custer) 4 Lanes	27,260,000	-	22,840,969	22,840,969	14,926,666	8,091,345	(177,042)	2,744,075	1,497,914
Preston/Prosper Trail Turn Lane	900,000	-	-	-	150,538	18,408	(168,946)	-	731,054
Craig Street (Preston-Fifth)	450,000	-	148,005	148,005	137,478	39,528	(29,000)	175,595	97,400
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	4,217,420	1,807,777	(197)	247	399,556
Gee Road (First Street - Windsong)	4,948,793	-	4,169,579	4,169,579	2,999,371	2,036,586	(866,378)	4,052	(91,216)
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	462,578	99,479	571,250	235,694	627,250
Coit/US 380 SB Turn Lanes	300,000	-	-	-	23,986	26,014	(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	106,028	1,549,428	44,544	-	44,544
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	-	826,888	826,888	826,888	-	-	-	41,039
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes (Design)	750,000	-	135,700	135,700	111,990	42,905	(19,195)	82,943	512,162
Total Street Projects	\$ 114,295,520	\$ -	\$ 68,385,989	\$ 68,385,989	\$ 30,147,332	\$ 38,911,235	\$ (672,578)	\$ 31,900,019	\$ 13,336,934
<b>Turf Irrigation SH289</b>									
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	689,039	-	(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	2,853	1,499	-	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	1,024,986	(263,750)	154,672	(155,408)
Coleman Median Landscape (Victory-Preston)	650,000	-	432,358	432,358	435,028	-	(2,670)	19,783	195,189
Prosper Trail Median Landscape	275,000	-	146,481	146,481	143,371	-	3,109	7,352	124,277
Total Park Projects	\$ 10,033,150	\$ -	\$ 2,208,828	\$ 2,208,828	\$ 1,446,042	\$ 1,157,962	\$ (395,176)	\$ 1,804,685	\$ 5,624,461

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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	\$ 16,900	\$ 100	\$ -	\$ -	\$ 370,225
Station #3 Quint Engine	1,495,000	-	118,273	118,273	93,153	19,498	5,621	1,376,727	5,621
Station #3 Ambulance	495,000	-	79,251	79,251	39,141	2,277	37,832	415,749	37,832
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	188,566	16,204	610	1,373,520	-
Public Safety Complex, Phase 2-Dev Costs	647,325	-	555,818	555,818	28,209	4,975	522,634	91,507	522,634
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	1,047,368	-	176,856	50,161	176,856
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	90,344	19,498	7,714	1,132,443	7,714
Fire Station #4 - Ambulance	552,000	-	509,445	509,445	76,457	385,899	47,089	42,555	47,089
Fire Station #4 - Other Costs	400,000	-	-	-	-	-	-	8,250	391,750
Total Facility Projects	\$ 24,326,060	\$ -	\$ 12,016,439	\$ 12,016,439	\$ 10,556,014	\$ 685,177	\$ 775,248	\$ 10,436,376	\$ 2,648,492
Transfer Out	-	-	-	-	-	-	-	-	-
Total Expenditures	\$ 148,654,730	\$ -	\$ 82,611,256	\$ 82,611,256	\$ 42,149,388	\$ 40,754,374	\$ (292,507)	\$ 44,141,080	\$ 21,609,888
REVENUE OVER (UNDER) EXPENDITURES				\$ (79,084,368)	\$ 9,039,908				
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)	\$ 86,649,610				



**TOWN OF PROSPER, TEXAS**  
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**CAPITAL PROJECTS FUND-WATER/SEWER**

	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 Year Expenditure	Project Budget Balance
<b>REVENUES</b>									
Interest Income		\$ -	\$ -	\$ -	\$ 928,126				
Bond Proceeds		-	-	-	(344)				
Transfers In		-	146,650	146,650	3,400,000				
Transfers In - Impact Fee Funds		-	-	-	-				
Transfers In - Bond Funds		-	-	-	1,887				
Total Revenues		\$ -	\$ 146,650	\$ 146,650	\$ 4,329,669				
<b>EXPENDITURES</b>									
Lower Pressure Plane Pump Station Design	\$ 24,331,100	\$ -	\$ 16,204,853	\$ 16,204,853	\$ 7,452,293	\$ 8,886,255	\$ (133,696)	\$ 1,701,715	\$ 6,290,837
Fishtrap Elevated St	5,807,553	-	-	-	841	-	(841)	5,126,183	680,528
Custer Rd Meter Station/Water Line Relocation	3,869,563	-	826	826	48,276	-	(47,450)	3,832,735	(11,448)
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	837	145,813	-	-	-
Water Line Relocation Frontier	400,000	-	398,239	398,239	237,520	164,538	(3,819)	2,041	(4,099)
Total Water & Wastewater Projects	\$ 34,579,866	\$ -	\$ 16,750,568	\$ 16,750,568	\$ 7,739,767	\$ 9,196,607	\$ (185,806)	\$ 10,662,674	\$ 6,980,818
Frontier Park/Preston Lakes Drainage	\$ 1,085,000	\$ -	\$ 148,379	\$ 148,379	\$ 148,379	\$ -	\$ -	\$ 648,022	\$ 288,599
Old Town Regional Re	691,686	-	-	-	(480)	-	480	597,067	95,099
Old Town Regional Pond #2	385,000	-	17,114	17,114	-	17,114	-	31,210	336,677
Total Drainage Projects	\$ 2,161,686	\$ -	\$ 165,493	\$ 165,493	\$ 147,899	\$ 17,114	\$ 480	\$ 1,276,299	\$ 720,375
Transfer out	-	-	-	-	-	-	-	-	-
Total Expenses	\$ 36,741,552	\$ -	\$ 16,916,060	\$ 16,916,060	\$ 7,887,666	\$ 9,213,720	\$ (185,326)	\$ 11,938,972	\$ 7,701,193
REVENUE OVER (UNDER) EXPENDITURES				\$ (16,769,410)	\$ (3,557,998)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				40,601,835	40,601,835				
Ending Fund Balance (Restricted for Capital Projects) Current Month				<u>\$ 23,832,425</u>	<u>\$ 37,043,837</u>				

# TOWN OF PROSPER

## REPORT TO TOWN COUNCIL

### FY 2023 RESULTS OF FOURTH QUARTER ENDING SEPTEMBER 30, 2023

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

In summary, both revenues and expenditures are within the expected ranges and no unexpected events have occurred that require significant changes in original projections. With 100% of the year now complete, results for the major operations of the funds with related commentary are:

#### **GENERAL FUND**

- Revenues total \$47,576,294, or 100% of annual budget
- Property Tax Collections are 101% of annual budget
- Sales Tax Revenues are 99% of annual budget
- Franchise Fees are 104% of annual budget, an increase of 3% from the prior year.
- Building Permit Revenues are 85% of annual budget, a decrease of 9% from the prior year.
- Expenditures total \$50,342,532, or 93% of annual budget

#### **Revenues:**

It is common for a disproportionate percentage of General Fund revenues to be received early in the year as our largest revenue-property taxes are due January 31<sup>st</sup> with many paying by the end of December to receive the income tax deduction in the current calendar year. Sales tax revenue is slightly less than the budget due to the loss of a major sales taxpayer at the end of December 2021, but was offset by organic growth of new businesses over time. Many franchise fees are paid on a quarterly basis which creates a lag early in the year but organic growth is creating substantial growth in receipts from the prior year. We anticipate the final franchise revenues to be received in early December. Finally, Building Permits are below the 100% reference point due to higher mortgage rates slowing demand for new home starts. Due to this trend, building permit revenue is budgeted less in FY2024. Currently, however, this shortfall is offset by higher revenues elsewhere resulting in total revenues to be within budget.

#### **Expenditures:**

Expenditures through the year are slightly less than the 100% reference point. We are continuing to work through the year-end process of closing operating PO's. The remaining encumbrances are overwhelmingly capital related and projected to roll to FY2024.

## **WATER & SEWER FUND**

- Revenues total \$32,427,083, or 112% of annual budget and up 8% from prior year
- Expenditures total \$32,083,959, or 93% of annual budget and up 15% from prior year
- Water purchases show an increase of 13% from prior year due to the rate and minimum demand increase from NTMWD.

### **Revenues:**

Revenues at year-end have exceeded the amended budget, due to an extremely hot, dry summer. It should be noted that for FY 2023, a separate Solid Waste fund has been created with solid waste related revenues and expenses being excluded from the utility fund and prior year numbers restated.

### **Expenditures:**

Due to the “take or pay” fee structures of regional supplier’s, expenditures tend to have less seasonal variation than revenues. The expenditures have increased 13% due to the North Texas Municipal Water District Water Service Monthly Minimum payment increasing, from \$596,439 to \$884,485 per month. The FY2022 water purchases include an additional payment for exceeding our annual minimum demand. Debt service expenditures are down due to the early redemption of the 2012 CO’s in the prior year.

## **SOLID WASTE FUND**

The Revenues and expenditures recorded reflect the terms of the current contract with the decision to issue a request for proposal and not renew the current contract. The \$1,750,000 was budgeted for administration consisting of \$50,000 for an RFP consultant and \$1.7 million for possible purchase of solid waste and recycling carts. Easing supply chain constraints make it possible now to order the carts in FY2024.

## **IMPACT FEE REVENUES**

- Water Impact Fees total \$3,788,872 which is 102% of annual budget
- Wastewater Impact Fees total \$2,793,838 which is 135% of annual budget
- Street Impact Fees for East Thoroughfare Impact Fees total \$2,319,056 which is 232% of annual budget (Prosper Brookhollow Apts Building 1 - \$1,066,800)
- Street Impact Fees for West Thoroughfare Impact Fees total \$4,901,467 which is 123% of annual budget.

Due to their nature impact fees can vary significantly throughout the year. West impact fees are primarily single family residential and are generated when a home builder takes out a permit for a single home. As such they will occur more evenly throughout the year. Large multi-family will be collected all at once.

Mario Canizares

Town Manager



## FINANCE

**To: Mayor and Town Council**

**From: Chris Landrum, Finance Director**

**Through: Mario Canizares, Town Manager  
Robert B. Scott, Deputy Town Manager**

**Re: Acceptance and Approval of the 2023 Tax Roll**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon a resolution accepting and approving the 2023 Tax Roll. (CL)

**Description of Agenda Item:**

The Texas Property Tax Code, Section 26.09 (e) requires the Town Council to approve the Appraised Roll with tax amounts entered by the Assessor. The Collin County Tax Assessor Collector provided the attached 2023 Tax Roll Summary with a total levy of \$44,360,502.11. Although the enclosed document is titled “Collin County,” this refers to the Tax Assessor Collector, who performs tax collection for Prosper properties in both Collin and Denton Counties.

**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. 2023 Tax Roll Summary

**Town Staff Recommendation:**

Town Staff recommends that the Town Council approve the resolution accepting and approving the 2023 Tax Roll as provided by the Assessor.

**Proposed Motion:**

I move to approve the resolution accepting and approving the 2023 Tax Roll.

## TOWN OF PROSPER, TEXAS

## RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING AND APPROVING THE 2023 TAX ROLL; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 26.09(e) of the Texas Property Tax Code requires the Town Council to approve the Tax Roll; and

**WHEREAS**, the Town received notification from the Collin County Tax Assessor Collector as to the Tax Roll jurisdiction summary as of October 1, 2023, and

**WHEREAS**, a summary statement of said 2023 Tax Roll is attached hereto as Exhibit A.

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

**SECTION 1**

All matters stated in the preamble of this Resolution are true and correct and are hereby incorporated into the body of this Resolution as if copied in their entirety.

**SECTION 2**

The Town Council of the Town of Prosper, Texas, does hereby accept and approve the 2023 Tax Roll as submitted by the Collin County Tax Assessor Collector.

**SECTION 3**

The attached Exhibit A constitutes the official Town of Prosper 2023 Tax Roll, containing a tax levy of \$44,360,502.11.

**SECTION 4**

This Resolution is effective on the date of passage by the Town Council.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH 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



**KENNETH L. MAUN**  
**TAX ASSESSOR COLLECTOR**  
**COLLIN COUNTY**  
**2300 Bloomdale Road, Suite 2366**  
**P.O. Box 8006**  
**McKinney, TX 75070-8006**  
(972) 547-5020  
Fax: (214) 491-4808  
Email: kmaun@collincountytexas.gov

October 10, 2023

David F. Bristol, Mayor  
Town of Prosper  
P.O. Box 307  
Prosper, TX 75078

Dear Mayor Bristol,

Attached is the 2023 Tax Roll Summary for Town of Prosper.

Submission of the 2023 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2023 Tax Roll for Town of Prosper.

Please provide my office a copy of your ordinance approving the Tax Roll at your earliest convenience. While this is a formality in the Texas Property Tax Code, we do want to fulfill the requirements of the law and do appreciate your cooperation.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Ken Maun".

Kenneth L. Maun  
Tax Assessor Collector

KLM:jd

Enclosure

cc: Chris Landrum  
Whitney Rehm

Run Date: October 09, 2023

Collin County Tax Office

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## 2023 TAX ROLL SUMMARY

05 - PROSPER CITY

	Amount	Count
NUMBER OF ACCOUNTS		15,878
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$334,922	
ROLLCODE: PERSONAL		
Personal	\$338,796,798	
ROLLCODE: REAL		
Agriculture	\$1,025,625,398	
Improvement	\$7,292,341,921	
Improvement Non-Home Site	\$1,432,873,398	
Land	\$2,479,366,669	
Land Ag Land	\$694,352	
Land Non-Home Site	\$1,374,620,890	
<b>TOTAL MARKET VALUE</b>	<b>\$13,944,654,348</b>	
DEFERRALS		
Ag	\$1,013,273,210	228
<b>TOTAL DEFERRALS</b>	<b>\$1,013,273,210</b>	
EXEMPTIONS		
Absolute Exemption	\$376,092	3
Autos , XO , PPV , XO , PPV	\$42,117,562	29
Cap Adjustment , XT , XT	\$1,515,743,201	7,787
Disabled	\$195,000	72
Disabled Veteran	\$143,918,752	527
Energy , XR , XR	\$185,550	1
Freeport	\$38,565,657	3
Full	\$17,179,150	15
Homestead	\$1,159,183,470	8,726
Miscellaneous , XV , XV	\$1,184,104,897	778
Nominal Value	\$225,344	216
Other, XF, XH, XU , XF, XH, XU,XF,XH,XU	\$100	1
Over 65	\$13,988,300	1,464
Pollution Control	\$3,415,929	7
Solar/Wind	\$98,600	9
Surviving Spouse Disabled Person	\$0	1
<b>TOTAL EXEMPTIONS</b>	<b>\$4,119,297,604</b>	
<b>GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS</b>	<b>\$5,132,570,814</b>	
<b>TOTAL MARKET VALUE</b>	<b>\$13,944,654,348</b>	
<b>TAXABLE VALUE</b>	<b>\$8,812,083,534</b>	
<b>TAX RATE</b>	<b>0.51</b>	
ROLLCODE: MOBILE HOME		
Levy	\$1,708.09	23
ROLLCODE: PERSONAL		
Levy	\$1,279,742.20	1,142
ROLLCODE: REAL		
Levy	\$43,079,051.82	14,713
<b>TOTAL LEVY</b>	<b>\$44,360,502.11</b>	



Run Date: October 09, 2023

Collin County Tax Office

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## 2023 TAX ROLL SUMMARY

05 - PROSPER CITY

<b>LEVY LOST DUE TO FROZEN</b>	<b>\$581,127.09</b>
<b>OTHER LOST LEVY</b>	<b>\$0.00</b>
<b>TOTAL LOST LEVY</b>	<b>\$581,127.09</b>

## Calculation Analysis

	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	3,545,632.42	2,959,008.26		586,624.16	1,161,306,313	466,084,303	695,222,010
DV100 (Excl. Frozen)	3,526.50	3,526.50		0.00	143,546,732	117,061,220	26,485,512
Prorated (Excl. Frozen)	0.00	0.00		0.00	0	0	0
Other	43,227,936.16	43,227,936.16		0.00	13,089,702,396	4,639,431,119	8,450,271,277
<b>Total</b>	<b>46,777,095.08</b>	<b>46,190,470.92</b>		<b>586,624.16</b>	<b>14,394,555,441</b>	<b>5,222,576,642</b>	<b>9,171,978,799</b>
DV100 (Incl. Frozen)	0.00	0.00		0.00	27,649,425	21,145,228	6,504,197
Prorated (Incl. Frozen)	0.00	0.00		0.00	0	0	0



## FIRE DEPARTMENT

**To: Mayor and Town Council**

**From: Stuart Blasingame, Fire Chief**

**Through: Mario Canizares, Town Manager**

**Re: Emergency Warning System and Siren Upgrade**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon approving the purchase of a new Emergency Warning Siren and upgrading the complete Siren System utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same.

**Description of Agenda Item:**

This purchase will provide for a new Emergency Warning Siren for the area to include Walnut Grove High School and would completely upgrade the existing emergency warning system utilizing The Interlocal Purchasing System (TIPS).

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

The Town of Prosper previously entered into an interlocal agreement with TIPS. Participation in the cooperative purchasing program allows our local government to purchase goods and services through the cooperative program, while satisfying all competitive bidding requirements.

**Budget Impact:**

The total expenditure for the new siren and the complete upgrade to the warning siren system is \$296,886.64. This item would be funded from account 750-6110-10-00-2332-FC.

**Attached Documents:**

1. Goddard Enterprises Quote

**Town Staff Recommendation:**

Town Staff recommends the purchase of a new Emergency Warning Siren and upgrading the complete Siren System utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same.

**Proposed Motion:**

I move to approve the purchase of a new Emergency Warning Siren and upgrading the complete Siren System utilizing The Interlocal Purchasing System (TIPS); and authorizing the Town Manager to execute the same.



### Prepared for Prosper, Texas

To Bill Bonny  
Email [bbonny@prospertx.gov](mailto:bbonny@prospertx.gov)  
Copy to Mr. Blasingame

### Prepared by Andy Goddard

Joe Goddard Enterprises  
Address 11950 Thousand Oaks Drive Edmond, Oklahoma 73034  
Phone 405-830-9057 Website [www.goddardenterprises.net](http://www.goddardenterprises.net)

Quote number 581 Date August 4, 2023 Valid until November 3, 2023

[Download PDF](#)

## Prosper, Texas - TIPS Budget Quote to Upgrade Complete Siren System

### TIPS NOTICE

Please issue all TIPS purchase orders to Joe Goddard Enterprises, LLC

Issue all TIPS purchase orders to:

- [Office@goddardenterprises.net](mailto:Office@goddardenterprises.net)

#### Participation Fees and Reporting of Sales

- Goddard Enterprises will report all sales on behalf of Vendor.
- Goddard Enterprises will facilitate and pay on behalf of Vendor.

#### TIPS Contract Information

Contract Number: #220105 - Federal Signal Corp - Awarded TIPS Vendor

Goddard Enterprises is an Authorized Reseller of TIPS contract #220105

The Interlocal Purchasing System (TIPS) is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas.

FAQ: <https://www.tips-usa.com/faq.cfm>

About TIPS: <https://www.youtube.com/watch?v=kZdD9-VyhxY>

### Command & Control

CommanderOne-SM

#### CommanderOne-SM

CommanderOne® is the latest innovation that allows you to connect with your most critical asset anytime, anyplace. The CommanderOne cloud-based platform enables you to control your warning sirens from any desktop or mobile device.

Works with one way and two way siren systems. AccuWeather Patented Map-based Weather Alerting and Polygon Activation Technology allows for custom automatic activations. CommanderOne mobile app provides ease of activation from any smartphone or web-enabled device.



3,280.00

x 1

3,280.00

#### SFCD25

Software License, Required Per Federal Signal. On-site commander. One time.



COMMANDER SOFTWARE, PRGMNG, 25 SITES

6,740.00




x 1

20% discount





5,392.00


<p>SS2000+  <b>SS2000+ Encoder</b></p> <p>The SS2000+ controller is the most advanced stand-alone control unit. The SS2000+ interfaces to an analog or digital radio system to provide control of sirens or giant voice systems. The SS2000+ has 24 programmable activation hotkeys and 20 contact closure inputs for interfacing with remote control systems. The hotkeys can provide specific types of warnings or test activations. Hotkeys are now accessible from a new web interface commonly used in dispatch centers. The new web interface can provide improved redundancy allowing multiple points of access to a single SS2000+ unit. Available in a desktop and rack mount console.</p> 	<p>4,085.00  x 2  20% discount  6,536.00</p> <div>Item 7.</div>
<p>ByteSpeed PC  <b>ByteSpeed PC</b></p> <p>Bytespeed Performance NUC Computer.  Designed for CommanderOne Siren System.  Processor: Intel i5-10210U  Memory: Kingston 8gb DDR4 3200mhz non-ecc.  SSD: Samsung 980 evo 250gb 2.5" sata, mz-77e250b/am  Accessory: Vesa mount for NUC PC.  Accessory: USB to Serial connection  License: Windows 10 Pro (Optional upgrade to Windows 11 Pro)  Peripherals: 21" Asus HD Monitor, Wireless keyboard and mouse.</p> 	<p>1,571.20  x 2  3,142.40</p>
<p>CPH  <b>Control Point Hardware</b></p> <ul style="list-style-type: none"> <li>• VHF Mobile Radio</li> <li>• Coax Jumper Mini UHF to Type N Male</li> <li>• Polyphaser grounding for coax</li> <li>• 19" Rack Mounting Panel for Single Radio</li> <li>• 19" Free Standing Rack</li> <li>• 19" Computer Monitor Mount for PC</li> <li>• Accessory Cable for Mobile Radios 16 Pin</li> <li>• Powerwerx 30 Amp Dual Unit Rack Mount Switching Power Supply</li> <li>• Heat Shrink Adhesive Ring Terminal, 1/4", Yellow, 12-10 Gauge</li> <li>• Heat Shrink Adhesive Ring Terminal, 1/4", Blue, 16-14 Gauge</li> <li>• Heat Shrink Adhesive Ring Terminal, 1/4", Red, 22-18 Gauge</li> </ul>	<p>2,860.00  x 2  5,720.00</p>
<p><b>Installation Siren Tech II (Journeyman)</b></p> <ul style="list-style-type: none"> <li>• 8 hour day to fully install base station.</li> <li>• (2) Installation - Siren Tech II (Journeyman)</li> </ul>	<p>228.75  x 16  3,660.00</p>
<p>Optimization and Configuration  <b>Optimization and Configuration</b></p> <p>Finalize setup and configuration of installed system</p> <ul style="list-style-type: none"> <li>• (1) day of Optimization and Configuration</li> </ul>	<p>1,650.00  x 1  1,650.00</p>
<p>Subtotal</p>	<p>29,380.40</p>

## Existing Siren Upgrade Equipment

<p>DCFCTBDH <b>DCFCTBDH</b></p> <p>Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified</p> 	<p>9,200.00 x 10 20% discount 73,600.00</p>
<p>PVS240W-48 <b>Solar Panel Kit</b></p> <p>Federal Signal Solar Panel Kit</p>	<p>3,977.14 x 10 20% discount 31,817.12</p>
<p>OMNI-4 <b>Two-Way Antenna Kit</b></p> <p>Laird Fiberglass antenna, permanent install. 35FT LMR400 coax, low loss. FM2 antenna mount bracket.</p> 	<p>457.00 x 10 20% discount 3,656.00</p>
<p>AMB-P <b>Antenna Mounting Bracket</b></p> <p>Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.</p>	<p>154.00 x 10 20% discount 1,232.00</p>
<p>8A24DT (Per Quote) <b>AGM Battery</b></p> <ul style="list-style-type: none"> <li>• MK Battery 8A24DT Standard AGM Battery.</li> <li>• Battery Type: Deep Cycle AGM</li> <li>• Capacity at C/100: 91 Ah</li> <li>• Average Life Span: Five (5) years.</li> <li>• Warranty: 1 Year</li> </ul> 	<p>320.00 x 40 12,800.00</p>
<p>Subtotal</p>	<p>123,105.12</p>
<p><b>Supplies &amp; Hardware</b></p> <p>Supplies and hardware cost are calculated based on the subtotal of the siren equipment.</p>	<p>5,715.00 x 2 11,430.00</p>
<p>Subtotal</p>	<p>11,430.00</p>
<p><b>Shipping &amp; Handling</b></p>	<p>6,772.50 x 2 13,545.00</p>
<p>Subtotal</p>	<p>13,545.00</p>

Item 7.

<p>508-128  <b>508-128 High Powered Outdoor Siren</b></p> <p>Federal Signal's 508-128 siren is a high power, rotating, unidirectional, outdoor warning siren that offers an anechoic chamber-certified signal strength of 128 dBc. The high-decibel output provides maximum coverage with minimum installation cost. The siren's projector rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail.</p> 	<p>12,400.00  x 1  20% discount  9,920.00</p> <div data-bbox="1448 65 1557 128">Item 7.</div>
<p>DCFCTBDH  <b>Two Way Siren Controller</b></p> <p>Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified</p> 	<p>9,200.00  x 1  20% discount  7,360.00</p>
<p>KIT-24/48 PN: 270371  <b>Solar Panel Kit</b></p> <p>Federal Signal Solar Panel Kit</p> 	<p>3,977.14  x 1  20% discount  3,181.71</p>
<p>AMB-P  <b>Antenna Mounting Bracket</b></p> <p>Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.</p>	<p>154.00  x 1  20% discount  123.20</p>
<p>Omni-4  <b>Two-Way Antenna Kit</b></p> <p>Laird Fiberglass antenna, permanent install. 35FT LMR400 coax, low loss.  FM2 antenna mount bracket.</p> 	<p>457.00  x 1  20% discount  365.60</p>

<div>8A24DT</div> <div><b>Battery - AGM 8A24DT</b></div> <div> <ul style="list-style-type: none"> <li>• MK Battery 8A24DT Standard AGM Battery.</li> <li>• Battery Type: Deep Cycle AGM</li> <li>• Capacity at C/100: 91 Ah</li> <li>• Average Life Span: Five (5) years.</li> <li>• Warranty: 1 Year</li> </ul> </div> <div>  </div>	<div>320.00</div> <div>x 4</div> <div>1,280.00</div>	<div>Item 7.</div>
<div><b>Special Order Black Steel Pole</b></div> <div>50ft direct bury steel pole, Valmont brand, Federal Signal Siren configuration.</div>	<div>7,567.81</div> <div>x 1</div> <div>7,567.81</div>	
<div><b>Turnkey System Installation</b></div> <div>Goddard Enterprises crew for build out and installation of warning siren. All building supplies provided by Goddard Enterprises. All heavy equipment such as trucks and hardware will be supplied by Goddard Enterprises unless otherwise agreed upon.</div>		
<div><b>Installation - Siren Tech II (Journeyman)</b></div> <div> <ul style="list-style-type: none"> <li>• (8) hour work day per site install and removal</li> <li>• (3) Installation - Siren Tech II (Journeyman)</li> </ul> </div>	<div>225.00</div> <div>x 248</div> <div>55,800.00</div>	
<div>Installation - Bucket Truck with Operator</div> <div><b>Installation - Bucket Truck with Operator</b></div> <div> <ul style="list-style-type: none"> <li>• (8) hour work day per site install and removal</li> <li>• (1) Installation - Bucket Truck with Operator</li> </ul> </div>	<div>250.00</div> <div>x 88</div> <div>22,000.00</div>	
<div>Optimization and Configuration</div> <div><b>Optimization and Configuration</b></div> <div>Finalize setup and configuration of installed system</div> <div> <ul style="list-style-type: none"> <li>• (2) day of Optimization and Configuration</li> </ul> </div>	<div>1,650.00</div> <div>x 2</div> <div>3,300.00</div>	
<div>Lodging Per Diem</div> <div><b>Lodging Per Diem</b></div> <div> <ul style="list-style-type: none"> <li>• Lodging per per person, per night not to exceed</li> <li>• Assumes 4 techs over a 5 day period.</li> <li>• Contracted rate with Hilton.</li> </ul> </div>	<div>156.25</div> <div>x 41</div> <div>6,406.25</div>	
<div>Meal/Incidentals Per Diem</div> <div><b>Meal/Incidentals Per Diem</b></div> <div> <ul style="list-style-type: none"> <li>• Assumes 4 techs over a 5 day period.</li> </ul> </div>	<div>51.75</div> <div>x 41</div> <div>2,121.75</div>	
<div>Subtotal</div>	<div>119,426.32</div>	
<div>Subtotal, includes discount of 35,795.91</div> <div><b>Total</b></div>		<div>296,886.84</div> <div><b>\$296,886.84</b></div>



## Federal Signal Warranty 2022

Outdoor Warning Products: 5 years parts and factory labor from date of delivery, return to factory for service.

This includes: 2001-130, 508-128, Equinox, Eclipse8, Modulator and DSA series.

Controllers: 2 years parts and labor from date of delivery, return to factory for service

This includes: SS2000+ Console, Siren DC Controllers, UV, UVRI, UVIC Controllers.

Warranty does not cover the cost of return or service call labor for issues outside of Goddard Enterprises control.

Item 7.

## MK Battery Warranty

MK Battery guarantees MK Battery/Deka GEL Batteries against defective materials and workmanship for a period of twenty four (24) months from the date of shipment. Any storage of this battery shall be at an ambient temperature of 77°F (25°C), or less, and in accordance with EPM's published installation and operating instructions.

- Warranty claims for full replacement must be made three (3) months from failure.
- This warranty is non-transferable.
- This warranty does not cover any physical damage due to nature or man, which stresses the battery beyond design, limits, and is void of manufacturing date codes are destroyed.
- Batteries should not be used in an application that exceeds 50% DOD (Depth of Discharge)
- Negligence, accident, abuse, misuses including improper jump-starting, or improper unsuitable or abnormal storage of the products.
- Improperly installed or applied batteries. Improperly charged (either under or over) batteries. Opening of batteries that are designed and intended in use as sealed products.
- Physical damage due to acts of nature or man, which stress products beyond design limits or other undesirable influences.
- Normal "wear and tear".
- Each battery must be operated and maintained in accordance with EPM's published instructions:

These batteries are designed for continuous float application. The charger must be able to sustain the system voltage within  $\pm 1\%$  of the desired level at all times. The desired flat voltage varies with temperature according to the table below. The average battery voltage should never be allowed to go above 14.1 volts per battery at 77°F (25°C).

Ask a Question

## Prosper, Texas - TIPS Budget Quote to Upgrade Complete Siren System

Total \$296,886.84

Additional comments

Optional

Your order/reference number

Optional

☐ Yes, I **Bill Bonny** agree to and accept this quote, on October 12, 2023 at 3:42 PM.

Accept Quote

Decline this quote...

## Police Department

**To: Mayor and Town Council**

**From: Doug Kowalski, Police Chief**

**Through: Mario Canizares, Town Manager**

**Re: TASER 7 Devices, Licenses, and Cartridges Purchase**

**Town Council Meeting – October 24, 2023**

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### Strategic Visioning Priority: 4. Provide Excellent Municipal Services

#### **Agenda Item:**

Consider and act upon approving the purchase of TASER 7 devices, licenses, and cartridges from Axon Enterprises, Inc. utilizing BuyBoard Contract #698-23; and authorizing the Town Manager to execute documents for the same.

#### **Description of Agenda Item:**

The Police Department's FY24 operating budget includes funding for TASER 7 devices, licenses, and cartridges for nine additional police officer positions and the replacement of expiring TASER 7 devices. Axon Enterprise, Inc. is the sole vendor for this device, a self-defense device used by law enforcement.

#### **Budget Impact:**

FY24 Police Operations account #100-6140-20-01 Capital Expenditure-Equipment and account #100-5620-20-01 Tools & Equipment include funding for \$16,483.32 per year. The Purchase Orders each Fiscal Year will utilize BuyBoard Contract #698-23.

#### **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. Quote
2. BuyBoard Contract

#### **Town Staff Recommendation:**

Town Staff recommends the Town Council approve the purchase of TASER 7 devices, licenses, and cartridges from Axon Enterprises, Inc. utilizing BuyBoard Contract #698-23; and authorizing the Town Manager to execute documents for the same.

**Proposed Motion:**

I move to approve the purchase of TASER 7 devices, licenses, and cartridges from Axon Enterprises, Inc. utilizing BuyBoard Contract #698-23; and authorizing the Town Manager to execute documents for the same.



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Item 8.

**Q-480207-45197.775AS**

Issued: 09/28/2023

Quote Expiration: 11/01/2023

Estimated Contract Start Date: 11/15/2023

Account Number: 129367

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery-801 Safety Way 801 Safety Way Prosper, TX 75078-9948 USA	Prosper Police Dept. - TX PO Box 307 Prosper TX 75078-0307 USA Email: barrett_morris@prospertx.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Barrett Morris Phone: (972) 347-9002 Email: bmorris@prospertx.gov Fax:

## Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$82,416.60</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$82,416.60</b>

## Discount Summary

Average Savings Per Year	\$2,966.04
<b>TOTAL SAVINGS</b>	<b>\$14,830.20</b>

## Payment Summary

Date	Subtotal	Tax	Total
Oct 2023	\$16,483.32	\$0.00	\$16,483.32
Oct 2024	\$16,483.32	\$0.00	\$16,483.32
Oct 2025	\$16,483.32	\$0.00	\$16,483.32
Oct 2026	\$16,483.32	\$0.00	\$16,483.32
Oct 2027	\$16,483.32	\$0.00	\$16,483.32
<b>Total</b>	<b>\$82,416.60</b>	<b>\$0.00</b>	<b>\$82,416.60</b>

Quote Unbundled Price:

\$97,246.80

Quote List Price:

\$91,476.60

Quote Subtotal:

\$82,416.60

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
T7Cert	TASER 7 Certification Bundle	21	60	\$74.78	\$70.41	\$65.41	\$82,416.60	\$0.00	\$82,416.60
T7Basic	TASER 7 Basic Bundle	1	60	\$50.40	\$46.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$82,416.60</b>	<b>\$0.00</b>	<b>\$82,416.60</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
TASER 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	10/15/2023
TASER 7 Basic Bundle	20018	TASER BATTERY PACK, TACTICAL	1	10/15/2023
TASER 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	21	10/15/2023
TASER 7 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	25	10/15/2023
TASER 7 Certification Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	21	10/15/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	63	10/15/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/15/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	63	10/15/2023
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/15/2023
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	10/15/2023
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	10/15/2023
TASER 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	21	10/15/2023
TASER 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	21	10/15/2023
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/15/2024
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/15/2024
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/15/2025
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/15/2025
TASER 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	42	10/15/2025
TASER 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	42	10/15/2025
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/15/2026
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/15/2026
TASER 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	42	10/15/2027
TASER 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	42	10/15/2027

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	11/15/2023	11/14/2028
TASER 7 Basic Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	11/15/2023	11/14/2028
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	21	11/15/2023	11/14/2028
TASER 7 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	11/15/2023	11/14/2028

### Services

Bundle	Item	Description	QTY
TASER 7 Certification Bundle	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	21

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
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**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	10/15/2024	11/14/2028
TASER 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	1	10/15/2024	10/14/2028
TASER 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	10/15/2024	11/14/2028
TASER 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	21	10/15/2024	11/14/2028



## Payment Details

### Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	T7Basic	TASER 7 Basic Bundle	1	\$0.00	\$0.00	\$0.00
Year 1	T7Cert	TASER 7 Certification Bundle	21	\$16,483.32	\$0.00	\$16,483.32
<b>Total</b>				<b>\$16,483.32</b>	<b>\$0.00</b>	<b>\$16,483.32</b>

### Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	T7Basic	TASER 7 Basic Bundle	1	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	T7Basic	TASER 7 Basic Bundle	1	\$0.00	\$0.00	\$0.00
Year 2	T7Cert	TASER 7 Certification Bundle	21	\$16,483.32	\$0.00	\$16,483.32
<b>Total</b>				<b>\$16,483.32</b>	<b>\$0.00</b>	<b>\$16,483.32</b>

### Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	T7Basic	TASER 7 Basic Bundle	1	\$0.00	\$0.00	\$0.00
Year 3	T7Cert	TASER 7 Certification Bundle	21	\$16,483.32	\$0.00	\$16,483.32
<b>Total</b>				<b>\$16,483.32</b>	<b>\$0.00</b>	<b>\$16,483.32</b>

### Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	T7Basic	TASER 7 Basic Bundle	1	\$0.00	\$0.00	\$0.00
Year 4	T7Cert	TASER 7 Certification Bundle	21	\$16,483.32	\$0.00	\$16,483.32
<b>Total</b>				<b>\$16,483.32</b>	<b>\$0.00</b>	<b>\$16,483.32</b>

### Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	T7Basic	TASER 7 Basic Bundle	1	\$0.00	\$0.00	\$0.00
Year 5	T7Cert	TASER 7 Certification Bundle	21	\$16,483.32	\$0.00	\$16,483.32
<b>Total</b>				<b>\$16,483.32</b>	<b>\$0.00</b>	<b>\$16,483.32</b>



**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

Contract BuyBoard Proposal No. 698-23 (CEW only) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

9/28/2023





## Vendor Contract Information Summary

Item 8.

Vendor	Axon Enterprise Inc (TASER International)
Contact	Sean Lake
Phone	480-515-6365
Email	slake@axon.com
Vendor Website	www.axon.com
TIN	86-0741227
Address Line 1	17800 North 85th Street
Vendor City	Scottsdale
Vendor Zip	85255
Vendor State	AZ
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Payment terms comply with
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes
Return Policy	All terms are included as attachments within our proposal.



## PUBLIC WORKS

**To: Mayor and Town Council**

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

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

**Re: Ferguson Enterprises Water & Wastewater Material Purchases**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon approving the purchase of miscellaneous water and wastewater materials from Ferguson Enterprises, LLC, utilizing BuyBoard contracts in the amount of \$70,000; and authorizing the Town Manager to execute documents for the same.

**Description of Agenda Item:**

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

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

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

**Budget Impact:**

The annual purchase of water and wastewater materials is \$70,000. Purchases will be funded from System Improvements, account 200-5670-50-02 and 200-5670-50-03.

**Legal Obligations and Review:**

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

**Town Staff Recommendation:**

Town staff recommends approving the purchase of miscellaneous water and wastewater parts from Ferguson Enterprises, LLC, utilizing BuyBoard contracts; and authorizing the Town Manager to execute documents for the same.

**Proposed Motion:**

I move to approve the purchase of miscellaneous water and wastewater parts from Ferguson Enterprises, LLC, utilizing BuyBoard contracts up to \$70,000; and authorize the Town Manager to execute documents for the same.



## PUBLIC WORKS

**To: Mayor and Town Council**

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

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

**Re: Fortiline Water & Wastewater Material Purchases**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

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

**Description of Agenda Item:**

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

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

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

**Budget Impact:**

The additional purchase of needed water and wastewater materials is \$70,000. Purchases will be funded from System Improvements, account 200-5670-50-02.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Contract Cover Sheet

**Town Staff Recommendation:**

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

**Proposed Motion:**

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



Register

<http://www.fortiline.com>



Overview

Contract Info

Due Diligence

Vendor Contact

## OVERVIEW

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

## CONTRACT INFO

**Awarded Vendor:**

Fortiline Waterworks

**Contract Awarded:**

Underground Water, Sewer and Storm Utility Products

**Contract Number:**

02-76





Register

- Overview
- Contract Info
- Due Diligence
- Vendor Contact

**Contract Term:**  
4 year term, December 6, 2019 to November 30, 2023  
\*Option to renew for one (1) additional one (1) year periods.

DUE DILIGENCE

**Request for Proposal:**  
[RFP for Underground Water, Sewer and Storm Utility Products](#)

**Awarded Vendor Response:**  
[Fortiline Waterworks' Response to RFP](#)

**Evaluation:**  
[Bid Tab & Request for RFP List](#)

**Award Letter:**  
[Region 14 Award Letter](#)

**Renewal Letter:**  
[4th Year Renewal Letter](#)

**Advertisements:**  
[USA Today Ad 1](#)  
[USA Today Ad 2](#)  
[NCPA Website Ad](#)

VENDOR CONTACT

[//www.ncpa.us/Vendors/Fortiline%20Waterworks](http://www.ncpa.us/Vendors/Fortiline%20Waterworks)



Register

## Overview

### Contract Info

## Due Diligence

### Vendor Contact

NCPA Website Ad

## VENDOR CONTACT

## North Carolina Region

**Bruce Brumbaugh**

7025 Northwinds Drive, NW

Concord, NC 28027

(864) 303-5168

**Bruce.brumbaugh@fortiline.com**

## Texas Region

## Whistle Maza

Waterworks | Municipal Sales Team

11200 Seagoville Road

Balch Springs, TX 75180

(214) 660-3662

**Whistle.Maza@fortiline.com**



## CONTACT INFORMATION

NCPA

P.O. Box 701273

Houston, TX 77270

(866) 875-3299

info@ncpa.us

## CONNECT WITH US

**SEND EMAIL**

Name

Email

Message



## PUBLIC WORKS

**To: Mayor and Town Council**

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

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

**Re: Concrete Replacement Services**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon renewing Bid No. 2019-53-A for one year to Wopac Construction, Inc., as the primary vendor, and HQS Construction, LLC, as the secondary vendor, at the unit prices bid, to establish an annual fixed-price contract for Miscellaneous Concrete Replacement Services; and authorizing the Town Manager to execute same.

**Description of Agenda Item:**

The Public Works Department prepared a four-year program to repair streets, alleys, and sidewalks and has used this unit price contract for the last three years on larger projects.

In order to accommodate these types of repairs, and to reduce staff time from bidding out separate projects, the Town developed specifications and solicited bids to establish an annual fixed-price contract for miscellaneous concrete replacement services to be performed within the Town of Prosper. Services to be performed include removal/installation of concrete pavement (streets, alleys and sidewalks), and other related items.

On April 26, 2019, at 3:00 p.m., staff opened two (2) bids for Bid No. 2019-53-A Miscellaneous Concrete Replacement Services. Based on unit prices bid and estimated quantities, Wopac Construction, Inc., is the apparent low bidder and HQS Construction, LLC, is the apparent second low bidder.

Staff recommends Wopac Construction, Inc., as the primary vendor and HQS Construction, LLC, as the secondary vendor. Both have very good reviews and have successfully completed paving projects in Prosper. The initial term of the contract was one year, with four optional one-year renewal periods.

**Budget Impact:**

The Town will only pay for actual installed quantities. The estimated expenditure for these services in FY 2024 is not to exceed \$260,000.00. The funding source for this project is 100-5480-50-01 (Contracted Services) and 100-5485-50-01 (Contracted Services – Annual).

**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. Wopac Bid Renewal Letter
2. HQS Bid Renewal Letter

**Town Staff Recommendation:**

Town staff recommends that the Town Council renew Bid No. 2019-53-A for one year to Wopac Construction, Inc., as the primary vendor, and HQS Construction, LLC, as the secondary vendor, at the unit prices bid, to establish an annual fixed-price contract for Miscellaneous Concrete Replacement Services; and authorize the Town Manager to execute same.

**Proposed Motion:**

I move to renew Bid No. 2019-53-A for one year to Wopac Construction, Inc., as the primary vendor, and HQS Construction, LLC, as the secondary vendor, at the unit prices bid, to establish an annual fixed-price contract for Miscellaneous Concrete Replacement Services; and authorize the Town Manager to execute same.





October 5, 2023

Wopac Construction Inc. (Primary Vendor)  
Attn: Adam Leach  
P.O. Box 819  
Prosper, Texas 75078

RE: Contract 2019-53-A      Miscellaneous Concrete Replacement Services  
Renewal:                      4 of 4  
Renewal Period:              June 11, 2023-June 10, 2024

Dear Mr. Leach,

The Town of Prosper would like to renew the above-mentioned Contract for the fourth (1) year renewal period to. It is understood that all terms and conditions of the Contract will be held firm during the renewal period.

Please indicate your acceptance of this renewal by signing this letter where indicated and returning it at your earliest convenience. You may return via email to [smays@prospertx.gov](mailto:smays@prospertx.gov).

Thank you for your service to the Town. We look forward to a continued successful business relationship with your firm.

Best regards,

Stephanie Mays  
Assistant Purchasing Manager

Renewal Acknowledgement

Date: 10-5-23

Signature:

Print: Adam Leach



October 16, 2023

HQS Construction, LLC  
(Secondary Vendor)  
Attn: Shahid Rasul  
P.O. Box 250771  
Plano, TX 75025

RE: Contract 2019-53-A      Miscellaneous Concrete Replacement Services  
Renewal:                      4 of 4  
Renewal Period:              June 11, 2023-June 10, 2024

Dear Mr. Rasul,

The Town of Prosper would like to renew the above-mentioned Contract for the fourth (1) year renewal period to include Revised Unit Prices from June 11, 2023-June 10, 2024. It is understood that all terms and conditions of the Contract will be held firm during the renewal period.

Please indicate your acceptance of this renewal by signing this letter where indicated and returning it at your earliest convenience. You may return via email to [smays@prospertx.gov](mailto:smays@prospertx.gov).

Thank you for your service to the Town. We look forward to a continued successful business relationship with your firm.

Best regards,



Stephanie Mays  
Assistant Purchasing Manager

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Renewal Acknowledgement

Date: 10/19/2023

Signature: 

Print: Hashim Rasul

**Revised Unit Prices from June 11, 2023 to June 10, 2024**

ITEM	ITEM DESCRIPTION	QTY	UOM	Year 2024 New Unit Price
1	Remove 6"-8" Reinf Conc Pvmt 0-50 SY	1	SY	\$ 32.00
2	Remove 6"-8" Reinf Conc Pvmt 51-250 SY	1	SY	\$ 32.00
3	Remove 6"-8" Reinf Conc Pvmt Alley 51-250 SY	1	SY	\$ 32.00
4	Remove 6"-8" Reinf Conc Pvmt Alley 51-250 SY	1	SY	\$ 32.00
5	Install 6" Reinf Conc Pvmt (4,000 psi) 0-50 SY	1	SY	\$ 112.00
6	Install 6" Reinf Conc Pvmt (4,000 psi) 51-250 SY	1	SY	\$ 112.00
7	Install 6" Reinf Conc Pvmt Alley (4,000 psi) 0-50 SY	1	SY	\$ 122.00
8	Install 6" Reinf Conc Pvmt Alley (4,000 psi) 51-250 SY	1	SY	\$ 122.00
9	Install 8" Reinf Conc Pvmt (4,000 psi) 0-50 SY	1	SY	\$ 120.00
10	Install 8" Reinf Conc Pvmt (4,000 psi) 51-250 SY	1	SY	\$ 120.00
11	Saw Cut Full Depth Conc Pvmt and Alley Pvmt	1	LF	\$ 6.50
12	Saw Cut Full Depth Conc Sidewalk	1	LF	\$ 4.00
13	Remove 4"-5" Conc Sidewalk, 0-50 SF	1	SF	\$ 3.25
14	Remove 4"-5" Conc Sidewalk, 51-250 SF	1	SF	\$ 3.25
15	Install 4"-5" Conc Sidewalk, (3,500 psi) 0-50 SY	1	SF	\$ 12.00
16	Install 4"-5" Conc Sidewalk, (3,500 psi) 51-250 SF	1	SF	\$ 12.00
17	4" to 5" Stamped Patterned Sidewalk Conc, 10-150 SY (Min. 10SY)	1	SF	\$ 30.00
18	Traffic Control (for Street Paving Each Job)	1	EA	\$ 5,000.00
19	Unclassified Excavation, 0-50 CY	1	CY	\$ 65.00
20	Handicap Ramps	1	EA	\$ 3,750.00
21	Crushed Conc Base or Flex Base (sidewalks)	1	CY	\$ 60.00
22	SDHPT (Grade 2) Type 'A' Flex Base (Streets & Alleys)	1	CY	\$ 60.00
23	Install 5" Reinf Conc Drive Approach (3,600psi)	1	SY	\$ 110.00
24	Install 6" Reinf Conc Drive Approach (4,000psi)	1	SY	\$ 120.00
25	Remove 3' x 3' Junction Box or Grate Inlet	1	EA	\$ 1,300.00
26	Install 3' x 3' Junction Box or Grate Inlet	1	EA	\$ 8,500.00
27	Install Sod, 1"-2" Bermuda	1	SY	\$ 20.00
28	Install Sod, 1"-2" St. Augustine	1	SY	\$ 22.00
29	5" to 6" Stamped Patterned Median Pvmt and Street Pvmt, 10-100 SF (Min. 10 SF)	1	SF	\$ 35.00
30	5" to 6" Stamped Patterned Median Pvmt and Street Pvmt, more than 100 SF	1	SF	\$ 35.00



## PARKS AND RECREATION

**To: Mayor and Town Council**

**From: Dan Baker, Parks and Recreation Director**

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

**Re: Median Maintenance Agreement**

**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 Contract for Services between the Town of Prosper and V&A Landscaping to provide median maintenance on US Highway 380 from Custer Road to Legacy Drive.

**Description of Agenda Item:**

The Town of Prosper, through the Purchasing Department, solicited proposals for the maintenance of medians located on US Highway 380, within the Town of Prosper and the City of Frisco. V&A Landscape has been awarded the contract through the evaluation criteria. The initial term of the contract will be one (1) year, with four (4) optional, one-year renewal periods.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Frisco. The Town of Prosper will administer the contract on behalf of all entities, and process payments. It is understood that any reference to the “Town” throughout this document represents all entities. The Town of Prosper will invoice the City of Frisco for cost of services twice per Fiscal Year.

**Budget Impact:**

Funds will be provided through Contract Services, 100-5480-60-02.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Contract for Services with V&A Landscape and Lawn
2. Scoring Matrix



**Town Staff Recommendation:**

Town Staff recommends the Town Council authorize the Town Manager to execute a Contract for Services between the Town of Prosper and V&A Landscaping to provide median maintenance on US Highway 380 from Custer Road to Legacy Drive.

**Proposed Motion:**

Town Staff recommends the Town Council authorize the Town Manager to execute a Contract for Services between the Town of Prosper and V&A Landscaping to provide median maintenance on US Highway 380 from Custer Road to Legacy Drive.

**TOWN OF PROSPER  
CONTRACT FOR SERVICES  
RFP NO. 2023-30-A US HWY 380 MEDIAN MOWING AND MAINTENANCE**

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **V&A Landscape and Lawn** ("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: US Hwy 380 Median Mowing and Maintenance (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.
3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period is for one (1) year from 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](mailto: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 B.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

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

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

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

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

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

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

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

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

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

23. **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.
24. **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.
25. **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](mailto: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:

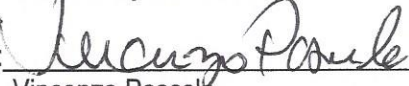
V&A Landscape and Lawn  
 Attn: Vincenzo Pascale  
 8287 Falcon Ct.  
 Prosper, TX 75078  
[valandscapeandlawn@gmail.com](mailto:valandscapeandlawn@gmail.com)

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.

26. **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.

27. **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.
28. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.
29. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

**AGREED TO BY:****V&A Landscape and Lawn**

By:   
Vincenzo Pascale

Date: Sep-5-23

**TOWN OF PROSPER, TEXAS**

By: \_\_\_\_\_  
Mario Canizares  
Town Manager

Date: \_\_\_\_\_



## **2023-30-A**

### **US Hwy 380 Median Mowing and Maintenance**

Issue Date: 7/23/2023

Questions Deadline: 8/1/2023 12:00 PM (CT)

Response Deadline: 8/8/2023 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](mailto:jcarter@prospertx.gov)

## Event Information

Item 12.

Number: 2023-30-A  
Title: US Hwy 380 Median Mowing and Maintenance  
Type: Request for Proposals  
Issue Date: 7/23/2023  
Question Deadline: 8/1/2023 12:00 PM (CT)  
Response Deadline: 8/8/2023 02:00 PM (CT)  
Notes:

The Town of Prosper is soliciting proposals for the maintenance of medians located on US Hwy 380, within the Town of Prosper and the City of Frisco, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value, as determined by the evaluation criteria as stated herein.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Frisco. The Town of Prosper will administer the contract on behalf of both entities, and process payments. It is understood that any reference to the "Town" throughout this document is representative of both entities.

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor will be required to execute a service contract. A sample of a service contract is attached to this RFP in IonWave.

The questions deadline is August 1, 2023, at 12:00PM. The RFP is due on August 8, 2023, by 2:00PM and must be submitted through Ionwave.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 254 228 781 421  
Passcode: Kj82XZ

## Ship To Information

Contact: Jay Carter, Purchasing Manager  
Address: Purchasing Office  
Town Hall  
3rd Floor

## Billing Information

Contact: Accounts Payable  
Address: Finance  
Town Hall  
3rd Floor



250 W. First St.  
P.O. Box 307  
Prosper, TX 75078  
Phone: (972) 569-1018  
Email: jcarter@prospertx.gov

250 W. First St.  
P.O. Box 307  
Prosper, TX 75078  
Phone: (972) 569-1017  
Email: ap@prospertx.gov

Item 12.

## Bid Attachments

### 2023-30-A 380 Mowing and Maintenance RFP.pdf

2023-30-A 380 Mowing and Maintenance RFP

[Download](#)

### CIQ-2021.pdf

Conflict of Interest Questionnaire

[Download](#)

### Standard Contract for Services Version 05-25-2022.docx

Standard Contract for Services Version

[Download](#)

### Exhibit B - Insurance Requirements for General Services R7-25-19.pdf

Exhibit B - Insurance Requirements for General Services

[Download](#)

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

Standard Terms and Conditions for Procurements

[Download](#)

### References Worksheet - fillable.pdf

References Worksheet - fillable

[Download](#)

### Machinery and Equipment List Worksheet.pdf

Machinery and Equipment List Worksheet

[Download](#)

### Vendor Information Form.pdf

Vendor Information Form

[Download](#)

## Requested Attachments

### CIQ-2021 (Conflict of Interest Form)

(Attachment required)

CIQ-2021 (Conflict of Interest Form)

## 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**

Item 12.

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

☐ I Agree

(Required: Check if applicable)

**3 Addendum No. 1**

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

☐ I Agree

(Optional: Check if applicable)

**4 Addendum No. 2**

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

☐ I Agree

(Optional: Check if applicable)

**5 Addendum No. 3**

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

☐ I Agree

(Optional: Check if applicable)

**Bid Lines****1 Turf Maintenance Service**Quantity: 24 UOM: EA Unit Price: \$  Total: \$ 

Supplier Notes: \_\_\_\_\_

☐ No bid☐ Alternate specification  
(Attach separate sheet)☐ Additional notes  
(Attach separate sheet)**2 Litter and Debris removal for all non-mowing days (52 weeks x 3 times per week=156-31 mowing days = 125)**Quantity: 125 UOM: EA Unit Price: \$  Total: \$ 

Supplier Notes: \_\_\_\_\_

☐ No bid☐ Alternate specification  
(Attach separate sheet)☐ Additional notes  
(Attach separate sheet)

**3** Trim Shrubs and Groundcover price per service

Item 12.

Quantity:   1   UOM: EA Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid  
☐ Alternate specification  
(Attach separate sheet)  
☐ Additional notes  
(Attach separate sheet)

**4** Apply 2 pre-emergent treatments

Quantity:   2   UOM: EA Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid  
☐ Alternate specification  
(Attach separate sheet)  
☐ Additional notes  
(Attach separate sheet)

**5** Apply 2 post-emergent treatments

Quantity:   2   UOM: EA Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid  
☐ Alternate specification  
(Attach separate sheet)  
☐ Additional notes  
(Attach separate sheet)

**6** Maintain 3-inches of mulch in all beds once per year

Quantity:   1   UOM: YR Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid  
☐ Alternate specification  
(Attach separate sheet)  
☐ Additional notes  
(Attach separate sheet)

**7** Price per hour for Main Line Leak - Irrigation

Quantity:   1   UOM: HR Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid  
☐ Alternate specification  
(Attach separate sheet)  
☐ Additional notes  
(Attach separate sheet)

8

Price per hour for Lateral Line Leak - Irrigation

Item 12.

Quantity: 1 UOM: HR Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

9

Price per hour for Broken Sprinkler Head - Irrigation

Quantity: 1 UOM: HR Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

10

Price per hour for Wire Break and/or Locate - Irrigation

Quantity: 1 UOM: HR Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

11

All Stations Monthly Check

Quantity: 1 UOM: EA Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

12

Percentage of markup over cost for supplies and parts used for irrigation repair

Quantity: 1 UOM: Percentage Unit Price: \$

Total: \$

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐ No bid
- ☐ Alternate specification  
(Attach separate sheet)
- ☐ Additional notes  
(Attach separate sheet)

**Item Attributes**

Item 12.

**1. Percentage Markup Over Cost for Irrigation Parts and Supplies**

Percentage Markup Over Cost for Irrigation Parts and Supplies

 %

(Required)

**1  
3**

Once per year tree well mulch for 97 trees

Quantity: 1 UOM: EA Unit Price: \$  Total: \$ Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐
- No bid
- 
- ☐
- Alternate specification
- 
- (Attach separate sheet)
- 
- ☐
- Additional notes
- 
- (Attach separate sheet)

**1  
4**

Once per year for bed areas - mulch for 27 beds

Quantity: 1 UOM: EA Unit Price: \$  Total: \$ Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐
- No bid
- 
- ☐
- Alternate specification
- 
- (Attach separate sheet)
- 
- ☐
- Additional notes
- 
- (Attach separate sheet)

**1  
5**

Tree Replacement - Labor Only per hour (Town will provide trees)

Quantity: 1 UOM: HR Unit Price: \$  Total: \$ Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐
- No bid
- 
- ☐
- Alternate specification
- 
- (Attach separate sheet)
- 
- ☐
- Additional notes
- 
- (Attach separate sheet)

**1  
6**

Replacement of landscape plants in beds - per hour labor cost only (Town will provide plants)

Quantity: 1 UOM: HR Unit Price: \$  Total: \$ Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- ☐
- No bid
- 
- ☐
- Alternate specification
- 
- (Attach separate sheet)
- 
- ☐
- Additional notes
- 
- (Attach separate sheet)

Supplier Information

Item 12.

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

**Town of Prosper**  
**Request for Proposal No. 2023-30-A**  
**US Hwy 380 Median Mowing and Maintenance**

**I. Introduction**

The Town of Prosper is soliciting proposals for the maintenance of medians located on US Hwy 380, within the Town of Prosper and the City of Frisco, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value, as determined by the evaluation criteria as stated herein.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Frisco. The Town of Prosper will administer the contract on behalf of both entities, and process payments. It is understood that any reference to the "Town" throughout this document is representative of both entities.

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor will be required to execute a service contract. A sample of a service contract is attached to this RFP in IonWave.

The questions deadline is August 1, 2023, at 12:00PM. The RFP is due on August 8, 2023, by 2:00PM and must be submitted through Ionwave.

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
[Click here to join the meeting](#)  
Meeting ID: 254 228 781 421  
Passcode: Kj82XZ

**II. Scope of Services**

The successful vendor shall perform all services in accordance with the following conditions, at the locations outlined in Exhibit A:

**A. Turf Maintenance**

1. All turf areas will be mowed, edged, trimmed and blown for each scheduled cycle during the growing season, and as needed during the non-growing season.
2. All major turf areas will be mowed with commercial walk-behind and riding mowers.
3. In areas where heavier equipment could potentially damage the turf, line trimmers will be operated.
4. Pre-emergent will be applied once in the Fall and once in the Spring. Post-emergent will

be applied 3 to 4 times throughout the growing season.

**B. Edging**

1. All edging of curbs will be performed with a gas-powered steel blade, for each scheduled cycle during the growing season, and as needed during the non-growing season.

**C. Trash and Debris Removal**

1. All trash and debris, regardless of size, quantity, or type, shall be removed from all turf and bed areas, in conjunction with each scheduled turf maintenance cycle during the growing season, and as needed during the non-growing season. Trash is to be removed prior to mowing.

**D. Beds**

1. Beds should be de-weeded, shrubbery/bushes trimmed as needed, ant treatment applied, maintain 3-inches of mulch in all beds, pre-emergent and post-emergent applied when applicable, and trees maintained.

**E. Sprinkler Repair**

1. The proposer will be responsible for repairing any leaks found by the proposer as soon as possible after getting approval from the Town representative.

**F. Other Conditions**

1. Unless otherwise instructed, the successful vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, between the hours of 7am-7pm, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
2. The successful vendor(s) will be required to send an e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement. The vendor will be responsible for notifying Town personnel when they are onsite. Failure to follow this will result in a no payment for that week.
3. The successful vendor(s) shall set mowing equipment to a height no less than 2 ½" unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
4. The successful vendor(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. The successful vendor(s) shall be responsible for replacement of all trees, shrubs, ground covers, plant bed areas, and



irrigation equipment destroyed by the successful vendor(s), employees or agents of the successful vendor(s) during maintenance operations, including labor costs associated with the repair(s). Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful vendor(s) must report damage immediately to the designated Town department representative. Damage to trees or tree collars will be assessed at \$20.00 for each instance. The successful vendor(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.

5. If the mowing and/or bed maintenance is unsatisfactory, the Town reserves the right to reduce payment by 50%.
6. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
7. The successful vendor(s) shall comply with all applicable governmental laws and regulations.
8. The Town shall not be liable for any loss or damage sustained by the successful vendor(s). The successful vendor(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful vendor(s) shall exercise every necessary precaution for the safety of the worksite and the protection of any and all persons and/or property located adjacent to or making passage through the work site.
9. The successful vendor(s) shall fill out invoice forms for monthly payments.
10. The successful vendor(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
11. Unit prices are to reflect the charges for mowing and associated tasks at each location.
12. A proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms, and statements contained in this proposal document.
13. The successful vendor(s) shall exercise extreme caution while working on medians, roadsides, and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
14. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
15. The service will be monitored by the Town of Prosper Park and Recreation staff. Contact information will be provided to the successful vendor(s).

16. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the vendor can adequately perform the necessary work. All equipment the vendor anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment B). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for breakdowns.
- a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a proposal.
  - b. All mowers will be finish mowers.
  - c. No tractor drawn mowers will be allowed, unless approved by Parks and Recreation staff.
  - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
  - e. The contractor is responsible for performing scheduled maintenance on all equipment used for the contract. As part of his proposal the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the proposal.
17. It is mandatory that a review of the contracted area be conducted prior to award of contract. The review shall be attended by the recommended vendor(s) and the Town department representative.
18. Ozone Alert Days: On ozone alert days, vendor(s) is required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
- a. The first offense will result in a verbal warning.
  - b. The second offense will result in a written warning.
  - c. The third offense will result in contract termination.
19. After abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
20. Hazardous Conditions
- a. The successful vendor(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the

successful vendor(s).

21. Concurrent Contracts

- a. In the event that any one vendor shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.

22. Supervision of Work Crew

- a. The successful vendor(s) shall provide supervision of all work crews at all times while performing work under this contract.
- b. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the successful vendor(s) at all times.
- c. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.
- d. The successful vendor(s) shall provide the Town department representative with the name and phone number of a designated contact person available during normal business hours.

22. Safety Program

- a. The vendor(s) should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.

23. Additional Reporting and Notifications

- a. A chemical record sheet will be provided to the Town once a month showing amounts/rates/types of products used.
- b. A 72-hour notice of chemical application will need to be emailed to all of the contacts for the Town. The Town will need to be onsite to verify application of chemicals.
- c. A call or text to the list of people in the Town responsible for oversight of this contract will be required when the vendor is on site. Failure to comply with this step will result in a no show/no pay for that period.
- d. In the event that a leak is found in the irrigation system in the medians, the vendor must immediately report it to the Town.

### III. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive

specified mowing and related services.

- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris, regardless of size or type, within the mowing project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of the entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (Where tree/brush/shrub lines or mowing edge determines the area, the successful bidder will extract litter an additional three (3) feet. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.
- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
- H. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- I. Monofilament Trimming shall refer to trimming grass around fences, buildings, tree wells and posts. Do not directly use around the trunks of trees.

#### IV. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit B. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

#### V. Questions Deadline

The Town of Prosper requires that all questions relating to this bid be submitted in writing to Stephanie Mays, at [purchasing@prospertx.gov](mailto:purchasing@prospertx.gov) or through IonWave by **12:00pm on Tuesday, August 1, 2023**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

## VI. Submittals

The preferred method for submissions is through IonWave. Submittals will be due on August 8, 2023, by 2:00PM.

The names of the vendors that have submitted responses to the RFP will be read at 3:00PM. The link below will provide access to the response reading. No pricing will be read as there are other criteria that have to be considered.

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
[Click here to join the meeting](#)  
Meeting ID: 254 228 781 421  
Passcode: Kj82XZ

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

- A. Pricing Worksheet (Attachment A)
- B. Machinery and Equipment Worksheet (Attachment B)
  - 1. List the type of equipment to be utilized to service the contract, including the age of equipment.
  - 2. Provide details of established Preventative Equipment Maintenance Program
- C. Vendor Information Worksheet (Attachment C)
- D. Work History and References

Provide a minimum of three (3) current references for the same or similar service as described in this proposal document, preferably for a municipality. Please provide the following information for each reference provided on the References Worksheet (Attachment D):

- 1. Company Name
- 2. Contact Person
- 3. Company Address
- 4. Contact Phone Number
- 5. Contact Fax Number
- 6. Effective Dates
- 7. Description of Services
- E. Additional Information

Include any additional information that you feel will assist the Town in the selection process.

F. Additional Forms

1. Proof of Insurance
2. Certification Form

**VII. Evaluation Criteria**

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposals. The sole objective of the review committee will be to select the proposal that provides the best value to the Town of Prosper.

The contract will be awarded based on the following evaluation criteria:

- A. Cost as evidenced in VI. Submittals, Section A. (30%)
- B. Equipment as evidenced in VI. Submittals, Section B. (15%)
- C. Staffing as evidence in VI. Submittals, Section C. (20%)
- D. Work History and References as evidenced in VI. Submittals, Section D. (20%)
- E. Ability to meet the Town's needs, as evidenced in VI. Submittals, all sections (15%)

EXHIBIT A

Item 12.

Mowing and other services start at Custer and 380 and end at Legacy and 380



## EXHIBIT B

### INSURANCE REQUIREMENTS GENERAL SERVICES

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor 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 vendor. 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.
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.

#### B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract 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.

#### C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention 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 vendor, products and completed



operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The vendor'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 vendor'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 vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit 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 vendor 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.

**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**

Upon award of contract the Vendor shall provide the Town 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.

## Attachment A Pricing Worksheet

Item 12.

### US Hwy 380 Median Maintenance

Base Proposal	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total:
1. Turf Maintenance (Including Trash & Debris Removal)	2*	2*	2	4	4	4	2	2	2	2	2	2*	30

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

\*Trash and debris removal only

#### Base Proposal

#### 1. Turf Maintenance

All turf areas will be mowed, edged, trimmed and blown one (1) time per cycle during the growing season, per the schedule above. Price per cycle to include litter and debris removal service on same day. If additional cycles are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per cycle rate proposed.

Total Cost for Turf Maintenance: \$ \_\_\_\_\_ x 24 = Annual Cost: \$ \_\_\_\_\_

#### 2. Trash and Debris Removal

Trash and debris removal service for all non-mowing months, per the schedule above. If additional services are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per service rate proposed.

Total Cost for Trash and Debris removal: \$ \_\_\_\_\_ x 6 = Annual Cost: \$ \_\_\_\_\_

#### 3. Total Annual Cost (No. 1 + No. 2)

Grand Total Annual Cost: \$ \_\_\_\_\_

#### 4. **Pricing**

##### **Shrubs and Ground Cover**

Shrubs will be shaped and pruned as needed to maintain a manicured appearance while incorporating the best horticulture practices. Flowering shrubs will be trimmed after their blooming cycle. Groundcover shall be trimmed and edged to maintain uniform and manicured appearance.

Unit Price per Service: \$ \_\_\_\_\_

##### **Pre-Emergent Treatment**

Spray pre-emergent to medians, from Custer Road west to the Denton County line, where the new grass medians stop, two times per year after turf has been mowed four times; and spray pre-emergent on all remaining medians two times per year, after first mowing.

Unit Price per Service: \$ \_\_\_\_\_

##### **Post Emergent Treatment**

All 27 landscape beds to be spray/pull any visible weeds once per month March through November. All tree wells to be spray/pull any visible weeds once per month March through November. Spray or pull any visible weeds from cracks in concrete once per month. Turf spray any visible weeds once per month March through November. Ant bait and ant mound treatments once per month March through November.

Unit Price per Service \$ \_\_\_\_\_

##### **Irrigation Repair**

Repair irrigation as needed after notifying and receiving permission from the Town.

Main Line Leak per hour: \$ \_\_\_\_\_

Lateral Line Leak per hour: \$ \_\_\_\_\_

Broken Head per hour: \$ \_\_\_\_\_

All Stations Monthly Check \$ \_\_\_\_\_

Wire Break and/or locate per hour: \$ \_\_\_\_\_

Parts – Percentage over cost: \_\_\_\_\_ %

##### **Landscaping and Trees**

Once per year tree well mulch for 97 trees \$ \_\_\_\_\_

Once per year for bed areas mulch  
for 27 beds (SQ FT unknown) \$ \_\_\_\_\_

Tree replacement-labor only per hour  
(Town will provide trees) \$ \_\_\_\_\_

Replacement of landscape plants in beds  
-per hour labor cost only.  
Town will provide plants. \$ \_\_\_\_\_

## Attachment B

### Machinery and Equipment List Worksheet

It is represented as part of this bid that the below listed items of machinery and equipment are available for use on the work covered by this bid. "Being Available" shall mean that the equipment is owned or under the control of the vendor submitting this proposal.

[illegible]

If additional space is needed, continue on additional pages and attach to this form

## Attachment C Vendor Information Form

### VENDOR INFORMATION

Number of employees: Full time \_\_\_\_\_

Number of employees: Part time: \_\_\_\_\_

Length of time in business: \_\_\_\_\_

Physical location of business (full address, including city, state & zip code):

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### VENDOR CONTACTS

The successful vendor must provide, to a designated Park Operations Representative, a valid telephone number and name of designated company representative. The telephone number must be answered on workdays, Monday-Friday, 7:00 AM to 5:00 PM. An alternate or emergency telephone number must also be provided to the Park Operations Representative. Failure to provide this information may be considered a reason to terminate the contract.

Company Representative: \_\_\_\_\_

Company Telephone Number (including are code): \_\_\_\_\_

Emergency Telephone Number (including are code): \_\_\_\_\_

### SUBCONTRACTOR INFORMATION

The Proposer must provide the following information for any portion of work under this contract being subcontracted. **All subcontractors will be approved by the Town of Prosper prior to commencement of work.**

Name: \_\_\_\_\_

Type of Work: \_\_\_\_\_

Amount: \_\_\_\_\_

Portion of work by proposer: \_\_\_\_\_ %

Portion of work by sub-contractor: \_\_\_\_\_ %

## Attachment D References

Item 12.

Please provide at least three (3) references for the same or similar services as the Town has specified in the proposal, in the spaces provided below.

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Effective Dates: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Town of Prosper  
RFP No. 2023-30-A  
US Hwy 380 Median Mowing and Maintenance  
Certification Form**

**Company Information**

The following information must be provided in its entirety for your proposal to be considered:

Company Name: \_\_\_\_\_

Principal Place of Business Address: \_\_\_\_\_

Principal Place of Business City, State, Zip: \_\_\_\_\_

Principal Place of Business Phone Number: \_\_\_\_\_

Principal Place of Business Fax Number: \_\_\_\_\_

Remittance Address (if different from above): \_\_\_\_\_

Remittance City, State, Zip: \_\_\_\_\_

Tax Identification No: \_\_\_\_\_

**Addendums**

If an addendum to this proposal is issued, acknowledge addendum by initialing beside the addendum number:

Add. No. 1 \_\_\_\_\_ Add. No. 2 \_\_\_\_\_ Add. No. 3 \_\_\_\_\_ Add. No. 4 \_\_\_\_\_ Add. No. 5 \_\_\_\_\_

**Certification**

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this 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 proposal, constitutes a contract.

The individual signing this 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.

Authorized Representative:

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

EXHIBIT A  
RFP AS ADVERTISED



**Town of Prosper**  
**Request for Proposal No. 2023-30-A**  
**US Hwy 380 Median Mowing and Maintenance**

**I. Introduction**

The Town of Prosper is soliciting proposals for the maintenance of medians located on US Hwy 380, within the Town of Prosper and the City of Frisco, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value, as determined by the evaluation criteria as stated herein.

This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Frisco. The Town of Prosper will administer the contract on behalf of both entities, and process payments. It is understood that any reference to the "Town" throughout this document is representative of both entities.

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

The successful vendor will be required to execute a service contract. A sample of a service contract is attached to this RFP in IonWave.

The questions deadline is August 1, 2023, at 12:00PM. The RFP is due on August 8, 2023, by 2:00PM and must be submitted through Ionwave.

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
[Click here to join the meeting](#)  
Meeting ID: 254 228 781 421  
Passcode: Kj82XZ

**II. Scope of Services**

The successful vendor shall perform all services in accordance with the following conditions, at the locations outlined in Exhibit A:

**A. Turf Maintenance**

1. All turf areas will be mowed, edged, trimmed and blown for each scheduled cycle during the growing season, and as needed during the non-growing season.
2. All major turf areas will be mowed with commercial walk-behind and riding mowers.
3. In areas where heavier equipment could potentially damage the turf, line trimmers will be operated.
4. Pre-emergent will be applied once in the Fall and once in the Spring. Post-emergent will

be applied 3 to 4 times throughout the growing season.

**B. Edging**

1. All edging of curbs will be performed with a gas-powered steel blade, for each scheduled cycle during the growing season, and as needed during the non-growing season.

**C. Trash and Debris Removal**

1. All trash and debris, regardless of size, quantity, or type, shall be removed from all turf and bed areas, in conjunction with each scheduled turf maintenance cycle during the growing season, and as needed during the non-growing season. Trash is to be removed prior to mowing.

**D. Beds**

1. Beds should be de-weeded, shrubbery/bushes trimmed as needed, ant treatment applied, maintain 3-inches of mulch in all beds, pre-emergent and post-emergent applied when applicable, and trees maintained.

**E. Sprinkler Repair**

1. The proposer will be responsible for repairing any leaks found by the proposer as soon as possible after getting approval from the Town representative.

**F. Other Conditions**

1. Unless otherwise instructed, the successful vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, between the hours of 7am-7pm, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
2. The successful vendor(s) will be required to send an e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement. The vendor will be responsible for notifying Town personnel when they are onsite. Failure to follow this will result in a no payment for that week.
3. The successful vendor(s) shall set mowing equipment to a height no less than 2 ½" unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
4. The successful vendor(s) shall be responsible for any damage done to plant material or other property during the maintenance operation. The successful vendor(s) shall be responsible for replacement of all trees, shrubs, ground covers, plant bed areas, and



irrigation equipment destroyed by the successful vendor(s), employees or agents of the successful vendor(s) during maintenance operations, including labor costs associated with the repair(s). Trees and shrubs must not be bumped or marked by mowing or edging equipment. Mulch rings shall be reshaped within twenty-four hours when dislodged by mowing equipment. The successful vendor(s) must report damage immediately to the designated Town department representative. Damage to trees or tree collars will be assessed at \$20.00 for each instance. The successful vendor(s) will not be permitted to mow within 18" of each tree in order to avoid damage to trees.

5. If the mowing and/or bed maintenance is unsatisfactory, the Town reserves the right to reduce payment by 50%.
6. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
7. The successful vendor(s) shall comply with all applicable governmental laws and regulations.
8. The Town shall not be liable for any loss or damage sustained by the successful vendor(s). The successful vendor(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful vendor(s) shall exercise every necessary precaution for the safety of the worksite and the protection of any and all persons and/or property located adjacent to or making passage through the work site.
9. The successful vendor(s) shall fill out invoice forms for monthly payments.
10. The successful vendor(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
11. Unit prices are to reflect the charges for mowing and associated tasks at each location.
12. A proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms, and statements contained in this proposal document.
13. The successful vendor(s) shall exercise extreme caution while working on medians, roadsides, and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
14. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
15. The service will be monitored by the Town of Prosper Park and Recreation staff. Contact information will be provided to the successful vendor(s).

16. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the vendor can adequately perform the necessary work. All equipment the vendor anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment B). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for breakdowns.
  - a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a proposal.
  - b. All mowers will be finish mowers.
  - c. No tractor drawn mowers will be allowed, unless approved by Parks and Recreation staff.
  - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.
  - e. The contractor is responsible for performing scheduled maintenance on all equipment used for the contract. As part of his proposal the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the proposal.
17. It is mandatory that a review of the contracted area be conducted prior to award of contract. The review shall be attended by the recommended vendor(s) and the Town department representative.
18. Ozone Alert Days: On ozone alert days, vendor(s) is required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
  - a. The first offense will result in a verbal warning.
  - b. The second offense will result in a written warning.
  - c. The third offense will result in contract termination.
19. After abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
20. Hazardous Conditions
  - a. The successful vendor(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the



successful vendor(s).

21. Concurrent Contracts

- a. In the event that any one vendor shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.

22. Supervision of Work Crew

- a. The successful vendor(s) shall provide supervision of all work crews at all times while performing work under this contract.
- b. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the successful vendor(s) at all times.
- c. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.
- d. The successful vendor(s) shall provide the Town department representative with the name and phone number of a designated contact person available during normal business hours.

22. Safety Program

- a. The vendor(s) should have an established on-going safety training program that addresses issues such as proper safety equipment, equipment operating procedures, general safety awareness, etc.

23. Additional Reporting and Notifications

- a. A chemical record sheet will be provided to the Town once a month showing amounts/rates/types of products used.
- b. A 72-hour notice of chemical application will need to be emailed to all of the contacts for the Town. The Town will need to be onsite to verify application of chemicals.
- c. A call or text to the list of people in the Town responsible for oversight of this contract will be required when the vendor is on site. Failure to comply with this step will result in a no show/no pay for that period.
- d. In the event that a leak is found in the irrigation system in the medians, the vendor must immediately report it to the Town.

### III. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive

specified mowing and related services.

- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris, regardless of size or type, within the mowing project area such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of the entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. (Where tree/brush/shrub lines or mowing edge determines the area, the successful bidder will extract litter an additional three (3) feet. Where tree/brush/shrub lines are in front of fence the fence will be the determining boundary). Removal of debris will require sweeping of hard surface areas such as sidewalks.
- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures.
- H. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- I. Monofilament Trimming shall refer to trimming grass around fences, buildings, tree wells and posts. Do not directly use around the trunks of trees.

#### IV. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit B. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Prior to the execution of this contract, the successful firm will supply the Purchasing Office with an original certificate of insurance evidencing the stated requirements. This insurance shall be effective for the contract duration and renewal certificates shall also be supplied upon expiration.

#### V. Questions Deadline



The Town of Prosper requires that all questions relating to this bid be submitted in writing to Stephanie Mays, at [purchasing@prospertx.gov](mailto:purchasing@prospertx.gov) or through IonWave by **12:00pm on Tuesday, August 1, 2023**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

## VI. Submittals

The preferred method for submissions is through IonWave. Submittals will be due on August 8, 2023, by 2:00PM.

The names of the vendors that have submitted responses to the RFP will be read at 3:00PM. The link below will provide access to the response reading. No pricing will be read as there are other criteria that have to be considered.

Microsoft Teams meeting  
Join on your computer, mobile app or room device  
[Click here to join the meeting](#)  
Meeting ID: 254 228 781 421  
Passcode: Kj82XZ

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

- A. Pricing Worksheet (Attachment A)
- B. Machinery and Equipment Worksheet (Attachment B)
  - 1. List the type of equipment to be utilized to service the contract, including the age of equipment.
  - 2. Provide details of established Preventative Equipment Maintenance Program
- C. Vendor Information Worksheet (Attachment C)
- D. Work History and References

Provide a minimum of three (3) current references for the same or similar service as described in this proposal document, preferably for a municipality. Please provide the following information for each reference provided on the References Worksheet (Attachment D):

- 1. Company Name
  - 2. Contact Person
  - 3. Company Address
  - 4. Contact Phone Number
  - 5. Contact Fax Number
  - 6. Effective Dates
  - 7. Description of Services
- E. Additional Information

Include any additional information that you feel will assist the Town in the selection process.

**F. Additional Forms**

1. Proof of Insurance
2. Certification Form

**VII. Evaluation Criteria**

A review committee will judge the merit of proposals received in accordance with the requirements defined herein. Failure of vendor to provide in their proposal any information requested in this CSP may result in disqualification of the proposals. The sole objective of the review committee will be to select the proposal that provides the best value to the Town of Prosper.

The contract will be awarded based on the following evaluation criteria:

- A. Cost as evidenced in VI. Submittals, Section A. (30%)
- B. Equipment as evidenced in VI. Submittals, Section B. (15%)
- C. Staffing as evidence in VI. Submittals, Section C. (20%)
- D. Work History and References as evidenced in VI. Submittals, Section D. (20%)
- E. Ability to meet the Town's needs, as evidenced in VI. Submittals, all sections (15%)



EXHIBIT A

Item 12.

Mowing and other services start at Custer and 380 and end at Legacy and 380



**EXHIBIT B****INSURANCE REQUIREMENTS  
GENERAL SERVICES**

Services performed on Town property, including but not limited to: Installation, Landscape, Maintenance, Custodial, Electrical, Painting, Welding, Plumbing, Transportation, Street Sweeping, Fireworks, Moving, Uniforms, Concessions, etc.

Vendor 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 vendor. 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.
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.

**B. MINIMUM LIMITS OF INSURANCE**

Vendor shall maintain limits throughout contract 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.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retention 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 vendor, products and completed

operations of the vendor, premises owned, occupied or used by the vendor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

- b. The vendor'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 vendor'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 vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit 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 vendor 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.

**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**

Upon award of contract the Vendor shall provide the Town 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.



# Attachment A

## Pricing Worksheet

### US Hwy 380 Median Maintenance

Base Proposal	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total:
1. Turf Maintenance (Including Trash & Debris Removal)			2	4	4	4	2	2	2	2	2		24

The cycle frequencies stated herein are an accurate reflection of the Town's anticipated needs. However, these are estimates, and not a commitment. Furthermore, based on need and budget contingencies, cycle frequencies may be adjusted at any time during the contract period. At no time will adjustments to the prices offered be imposed on the Town. Prices will be held firm during the contract period.

\*Trash and debris removal only

#### Base Proposal

#### 1. Turf Maintenance

All turf areas will be mowed, edged, trimmed and blown one (1) time per cycle during the growing season, per the schedule above. Price per cycle to include litter and debris removal service on same day. If additional cycles are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per cycle rate proposed.

Total Cost for Turf Maintenance: \$ 1,950 x 24 = Annual Cost: \$ 46,800

#### 2. Trash and Debris Removal

Trash and debris removal service to total 3 times per week including day of mowing. If additional services are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per service rate proposed.

Total Cost for Trash and Debris removal: \$ 75 x 125 = Annual Cost: \$ 9,375

#### 3. Total Annual Cost (No. 1 + No. 2)

Grand Total Annual Cost: \$ 56,175

**4. Pricing****Shrubs and Ground Cover**

Shrubs will be shaped and pruned as needed to maintain a manicured appearance while incorporating the best horticulture practices. Flowering shrubs will be trimmed after their blooming cycle. Groundcover shall be trimmed and edged to maintain uniform and manicured appearance.

Unit Price per Service: \$ 2500

**Pre-Emergent Treatment**

Spray pre-emergent to medians, from Lovers Lane west to the Denton County line, where the new grass medians stop, two times per year after turf has been mowed four times; and spray pre-emergent on all remaining medians two times per year, after first mowing.

Unit Price per Service: \$ 1500<sup>00</sup>

**Post Emergent Treatment**

All 27 landscape beds to be spray/pull any visible weeds once per month March through November. All tree wells to be spray/pull any visible weeds once per month March through November. Spray or pull any visible weeds from cracks in concrete once per month. Turf spray any visible weeds once per month March through November. Ant bait and ant mound treatments once per month March through November.

Unit Price per Service \$ 1,500<sup>00</sup>

**Irrigation Repair**

Repair irrigation as needed after notifying and receiving permission from the Town.

Main Line Leak per hour:	\$ <u>100</u>
Lateral Line Leak per hour:	\$ <u>100</u>
Broken Head per hour:	\$ <u>50</u>
All Stations Monthly Check	\$ <u>500</u>
Wire Break and/or locate per hour:	\$ <u>125</u>

Parts – Percentage over cost: 18 %

**Landscaping and Trees**

Once per year tree well mulch for 97 trees	\$ <u>1500</u>
Once per year for bed areas mulch for 27 beds (SQ FT unknown)	\$ <u>4500</u>
Tree replacement-labor only per hour (Town will provide trees)	\$ <u>100<sup>00</sup></u>
Replacement of landscape plants in beds -per hour labor cost only. Town will provide plants.	\$ <u>100<sup>00</sup></u>

**RFP NO. 2023-30-A**  
**US 380 Median Mowing and Maintenance**

<b>EVALUATION MATRIX</b>		<b>Brightview Landscape Services</b>		<b>Nico's Landscape</b>		<b>V&amp;A Landscape and Lawn</b>	
<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>	<b>POINTS</b>	<b>WEIGHTED SCORE</b>
Cost Proposal	30%	7.80	2.34	2.85	0.86	10.00	3.00
Work History and References	20%	8.00	1.60	9.75	1.95	9.90	1.98
Ability to Meet Town's Needs	15%	8.92	1.34	7.33	1.10	10.00	1.50
Equipment	15%	9.00	1.35	8.67	1.30	10.00	1.50
Staffing	20%	7.75	1.55	8.00	1.60	10.00	2.00
<b>TOTAL</b>	<b>100%</b>		<b>8.18</b>		<b>6.81</b>		<b>9.98</b>



## INFORMATION TECHNOLOGY

**To: Mayor and Town Council**

**From: Leigh Johnson, Director of Information Technology**

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

**Re: Conducive Consulting Managed Services Agreement**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Managed Services Agreement between Conducive Consulting and the Town of Prosper, Texas, related to ongoing managed services of the Town's Security Information & Event Management (SIEM) environment through Texas Department of Information Resources (DIR) Contract DIR-TSO-4288.

**Description of Agenda Item:**

In the fiscal year 2023-2024 annual budget, Town Council approved a discretionary spending package for a SIEM managed services agreement. This item requests approval of an agreement with Conducive Consulting.

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

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

**Budget Impact:**

The annual cost of the agreement is \$42,000.00 and will be funded from 100-5480-10-05 (Contracted Services).

**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. Conducive Consulting Agreement
2. Contract DIR-TSO-4288

**Town Staff Recommendation:**

Town Staff recommends authorizing the Town Manager to execute a Managed Services Agreement between Conducive Consulting and the Town of Prosper, Texas, related to ongoing managed services of the Town's Security Information & Event Management (SIEM) environment through Texas Department of Information Resources (DIR) Contract DIR-TSO-4288.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Managed Services Agreement between Conducive Consulting and the Town of Prosper, Texas, related to ongoing managed services of the Town's Security Information & Event Management (SIEM) environment through Texas Department of Information Resources (DIR) Contract DIR-TSO-4288.





CONDUCTIVE

Order Form #1032

Conductive

3724 Executive Center Drive Suite 200  
Austin, TX 78731  
United States of America  
Enrico Fantozzi  
rico@conductiveconsulting.com

Prepared For

**Town of Prosper**  
  
 **Leigh Johnson**  
leigh\_johnson@prospertx.gov

**Shipping Info**  
250 West 1st Street  
Prosper | TX | 75078  
USA

- Contract Length** 12 months
- Contract Period** October 02, 2023—October 01, 2024
- Payment Method** ACH
- Payment Terms** Net 30
- DIR Contract Number** DIR-TSO-4288
- GSA Contract #** 47QTCA23D006V

Recurring Costs

Product	Length	Service Period	Quantity	Price per Year
Conductive Managed Splunk	12 months	October 02, 2023—October 01, 2024	12	\$42,000.00
First Year Subtotal for Recurring Costs				\$42,000.00

Year 1 Overall Total \$42,000.00

## ✓ Billing Frequency

Annually: From Billing Start Date

## Contract Terms

1. Fees. Town of Prosper ("End User") whose principal office is located at: TOWN OF PROSPER 250 W FIRST ST PROSPER, TX 75078, will pay to Conducive Consulting, Inc., a Texas Corporation, ("Conducive") whose principal office is located at: 3445 Executive Center Drive, Suite 216, Austin, TX 78731, the license fees or royalties specified in the Splunk® software license agreement and the support and maintenance services that Conducive and/or Splunk provides to End Users in conjunction therewith.
2. Payment Terms. End User will pay all amounts due under this Agreement in U.S. currency, free of any currency controls or other restrictions. End User will pay all license fees or royalties, support or maintenance services fees due to Conducive and/or Splunk according to the terms specified on the quote. Except as expressly specified in this Agreement or as otherwise agreed to in writing by the parties, End User will pay all other fees, expenses or other charges payable hereunder within twenty-five (25) days following the date of receipt of Conducive's invoice therefore, with no right of offset of any kind or nature.
3. Net Payments. All amounts payable by End User under this Agreement are net amounts and are payable in full, without deduction for taxes or duties of any kind. End User will be responsible for, and will promptly pay, all taxes and duties of any kind (including, but not limited to, sales, use and withholding taxes) associated with this Agreement including but not limited to its receipt and use of the Software, except for taxes based on Conducive's net income. If Conducive or Splunk is required to collect, or pays on End User's behalf, any taxes or duties for which End User is responsible, End User will promptly pay or reimburse Conducive, as the case may be, for all such amounts upon its receipt of written notice thereof. If End User pays any withholding taxes based on the payments made by End User to Conducive hereunder, End User will promptly furnish Conducive with written documentation of all such tax payments, including receipts and other customary documentation.
4. Failure to Pay. Notwithstanding anything contained in any of the terms and conditions associated herewith, including third party license agreements and the third party support and maintenance agreements, in the event that End User fails to pay Conducive all amounts when due in accordance with paragraphs 2 and 3 and the payment terms set forth in the purchase order, Conducive, at its sole discretion, shall have the unconditional right, and End User hereby consents, to immediately terminate End User's rights and privileges to use the third party software product, the third party license agreements and all services associated therewith. However, in such instance, nothing shall relieve End User of any of its obligations hereunder.
5. Third Party License Agreements. All third party software included in this purchase order is subject to the license agreement between End User and the third party software provider.
6. Pre-payments. All prepaid Education and Professional Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining pre-paid unused Education or Professional Services will expire; no refunds will be provided for any remaining pre-paid unused Education or Professional Services. 3445 Executive Center Dr, Suite 216, Austin, TX 78731
7. The Managed Splunk services provided by Conducive are pursuant to the terms and conditions of the May 2023 "MASTER SERVICES TERMS AND AGREEMENT" located at [https://www.conducivesi.com/msa\\_terms](https://www.conducivesi.com/msa_terms)

ADJUSTMENT: 7.2 Client's Indemnification. To the extent authorized by Texas law, Client will defend, indemnify, and hold harmless Conducive from and against any Claims to the extent such Claims arise out of a claim that any Client Material or Conducive's use of Client Materials in accordance with this Agreement (i) infringes the copyright, patent, trademark, trade secret or other proprietary or intellectual property right of a third party or (ii) does not comply with any applicable law, regulation, judgment or order.

Signature Page

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

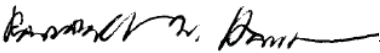
Town of Prosper

Name: Mario Canizares  
Title: Town Manager  
Email: mcanizares@prospertx.gov  
Signature:

Signed Date:

Conducive

Name: Randy Hammelman  
Title: President  
Email: randy@conducivesi.com  
Signature:

  
Signed Date: October 12, 2023

Home > Explore DIR Contracts

Contract Number

DIR-TSO-4288

Contract Term Date: 02/21/25

Contract Expiration Date: 02/21/25

Vendor Information

Carahsoft Technology Corporation

Vendor ID: 1522189693700

HUB Type: Non HUB

RFO: DIR-TSO-TMP-416

Contract Status: Active

VENDOR CONTACT:

Mikaela Lammers

Phone: (571) 662-4510

Vendor Website

DIR CONTACT:

Thuvan Huynh

Phone: +15124754620

## Contract Overview

Carahsoft Technology Corporation offers Software, including Software as a Service, Products and Related Services. Carahsoft offers multiple brands including DocuSign and Salesforce. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. There are numerous resellers listed for this contract whose brand offerings vary, please contact resellers for their current selection of available brands. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 2/21/2025.

## Contract Details & Ordering Information

- Products & Services
- Commodity Codes
- Brands
- Contract Documents
- How to Order
- Resellers

### Reseller Vendor Contacts

Download Vendor List (.CSV)

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MORE INFORMATION

[Vendor Website](#)

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

<a href="#">Conducive Consulting, Inc.</a>	12054 48538 300	Non HUB	Enrico Fantozzi	P: <a href="#">512-551-0646</a> F:	Suite 390 Houston, TX 77041  3445 EXECUTIVE CENTER DR STE 216 Austin, TX 78701
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# Getting Started

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

1

Learn about the ways to [buy through DIR](#), [eligibility](#), and [tips for finding what you need](#).

2

[Search our 700+ contracts](#) to find one that offer the products or services you need.

3

Order from the Vendor. DIR's discounts are a starting point—negotiate further to save more! See [tips for procurement professionals](#).

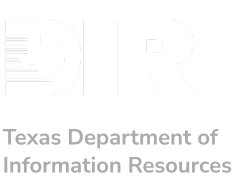
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300 W. 15th Street  
Suite 1300  
Austin, TX 78701  
512-475-4700

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### Program Areas

- Cooperative Contracts
- Open Data Portal
- Communications Technology Services
- Data Center Services
- Information Security
- Texas.gov Services
- Technology Planning, Policy and Governance

### Helpful Links

- Capitol Complex Directory
- Statewide Search
- Veterans Portal
- Homeland Security
- SAO Fraud Reporting
- Texas.gov
- Stay Connected
- Paginas en Español

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## PUBLIC WORKS

**To:** Mayor and Town Council

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

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

**Re:** FOG Outreach Plan Update

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon an ordinance amending Chapter 13, “Utilities,” of the Code of Ordinances of the Town of Prosper, Texas, by amending Section 13.11.001, “Plan Adopted,” of Article 13.11, “FOG Outreach Plan.”

**Description of Agenda Item:**

The original FOG Outreach Plan was approved on February 23, 2016, and included a self-cleaning section for small grease traps that are no longer approved for use. The plan also references the plumbing code from 2012 and did not include necessary installation requirements for adequate inspections. On September 12, 2023, staff presented the proposed FOG Outreach Plan updates to the Town Council. The updated plan removes the self-cleaning section, updates to the current plumbing code, and adds in those installation requirements that assist in appropriate inspections and mimic the Health Code requirements.

**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
2. FOG Outreach Plan

**Town Staff Recommendation:**

Town Staff recommends approving an ordinance amending Chapter 13, “Utilities”, of the Code of Ordinances of the Town of Prosper, Texas, by amending Section 13.11.001, “Plan Adopted,” of Article 13.11, “FOG Outreach Plan.”

**Proposed Motion:**

I move to approve an ordinance amending Chapter 13, "Utilities", of the Code of Ordinances of the Town of Prosper, Texas, by amending Section 13.11.001, "Plan Adopted", of Article 13.11, "FOG Outreach Plan."



**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 2023-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 13.11.001, "PLAN ADOPTED," OF ARTICLE 13.11, "FOG OUTREACH PLAN," OF CHAPTER 13, "UTILITIES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY REPEALING THE EXISTING FOG OUTREACH PLAN AND REPLACING IT WITH A NEW FOG OUTREACH PLAN, ATTACHED AS EXHIBIT A TO 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 of Prosper, Texas (the "Town"), recognizes that the wastewater supply available to its water customers is limited; and

**WHEREAS**, the Town further recognizes that due to natural limitations, system failures and other acts of God which may occur, the Town cannot guarantee an uninterrupted wastewater supply for all purposes at all times; and

**WHEREAS**, pursuant to the Texas Water Code and the regulations of the Texas Commission on Environmental Quality (the "Commission"), in 2016 the Town adopted a Fats, Oils and Grease (FOG) Outreach Plan; and

**WHEREAS**, the Town has determined the need to amend the 2016 FOG Outreach Plan and has determined that doing so will be in the best interests of the public; and

**WHEREAS**, pursuant to Chapters 51 and 54 of the Texas Local Government Code, the Town is authorized to adopt any such ordinances necessary to preserve and protect its wastewater resources; and

**WHEREAS**, the Town Council desires to adopt an amended FOG Outreach Plan for the Town of Prosper as official Town policy for non-domestic users of the Town's wastewater treatment works; and

**WHEREAS**, the Town Council has investigated and determined that it will be advantageous and beneficial to the citizens of Prosper and will protect the public health, safety and welfare to adopt an amended FOG Outreach Plan.

**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, Exhibit A, "Fog Outreach Plan," referenced and incorporated in Section 13.11.001, "Plan Adopted," of Article 13.11, "FOG Outreach Plan," of Chapter 13, "Utilities," of the Code of Ordinances of the Town of Prosper, Texas, is hereby repealed and replaced with a new FOG Outreach Plan, attached hereto as Exhibit A.

## **SECTION 3**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

## **SECTION 4**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town of Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

## **SECTION 5**

The Town Manager or his designee is hereby directed to file a copy of the Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code, as amended.

## **SECTION 6**

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS ON THIS 24TH DAY OF OCTOBER, 2023.**

**APPROVED:**

---

**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**

**EXHIBIT A**  
**(FOG Outreach Plan)**

# **FOG OUTREACH PLAN TOWN OF PROSPER**

OCTOBER 2023

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## **1. APPLICABILITY AND PROHIBITIONS**

The measures included in this FOG (Fats, Oils, and Grease) Outreach Plan ("Plan") are intended to provide non-domestic users of the Publicly Owned Treatment Works (POTW), standards, education and guidelines for grease traps or grease interceptors to protect the public wastewater system for the Town of Prosper.

- This Plan shall apply to all non-domestic users of the Publicly Owned Treatment Works (POTW), as defined in Section 2 of the Plan.
- Grease traps or grease interceptors shall not be required for residential users.
- Facilities generating fats, oils, or greases as a result of food manufacturing, processing, preparation, or food service shall install, use, and maintain appropriate grease traps or grease interceptors as required in Section 3 of the Plan. These facilities include but are not limited to restaurants, food manufacturers, food processors, hospitals, hotels and motels, prisons, nursing homes, and any other facility preparing, serving, or otherwise making any foodstuff available for consumption.
- No user may intentionally or unintentionally allow the direct or indirect discharge of any petroleum oil, non-biodegradable cutting oil, mineral oil, or any fats, oils, or greases of animal or vegetable origin into the POTW system in such amounts as to cause interference with the collection and treatment system, or as to cause pollutants to pass through the treatment works into the environment.

## 2. DEFINITIONS

1. ACT means Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et. seq.
2. BOD means the value of the 5-day test for Biochemical Oxygen Demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater." The amount must not be greater than 275 mg/L.
3. COD means the value of the test for Chemical Oxygen Demand, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater."
4. EPA means the United States Environmental Protection Agency.
5. FATS, OILS, AND GREASES (FOG) means organic polar compounds derived from animal and/or plant sources that contain multiple carbon chain triglyceride molecules. These substances are detectable and measurable using analytical test procedures established in 40 CFR 136, as may be amended from time to time. All are sometimes referred to herein as "grease" or "greases."
6. GENERATOR means any person who owns or operates a grease trap/grease interceptor, or whose act or process produces a grease trap waste.
7. GREASE TRAP or INTERCEPTOR means a device designed to use differences in specific gravities to separate and retain light density liquids, waterborne fats, oils, and greases prior to the wastewater entering the sanitary sewer collection system. These devices also serve to collect settleable solids, generated by and from food preparation activities, prior to the water exiting the trap and entering the sanitary sewer collection system. Grease traps and interceptors are also referred to herein as "grease traps/interceptors."
8. GREASE TRAP WASTE means material collected in and from a grease trap/interceptor in the sanitary sewer service line of a commercial, institutional, or industrial food service or processing establishment, including the solids resulting from de-watering processes.
9. INDIRECT DISCHARGE or DISCHARGE means the introduction of pollutants into a POTW from any non-domestic source.



10. INTERFERENCE means a discharge which alone or in conjunction with a discharge or discharges from other sources inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, or is a cause of a violation of the town's TPDES permit.
11. pH means the measure of the relative acidity or alkalinity of water and is defined as the negative logarithm (base 10) of the hydrogen ion concentration.
12. POTW or PUBLICLY OWNED TREATMENT WORKS means a treatment works which is owned by a state or municipality as defined by section 502(4) of the Clean Water Act. This definition includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes all sewers, pipes and other conveyances that convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works. For purposes of this plan, the terms "sanitary sewer system" and "POTW" may be used interchangeably.
13. REGULATORY AUTHORITY means the person responsible for overseeing and enforcing the standards of this plan and ensures consistent compliance.
14. TCEQ means the Texas Commission on Environmental Quality, and its predecessor and successor agencies.
15. TRANSPORTER means a person who is registered with and authorized by the TCEQ to transport sewage sludge, water treatment sludge, domestic septage, chemical toilet waste, grit trap waste, or grease trap waste in accordance with 30 TEXAS ADMINISTRATIVE CODE §312.142.
16. TSS means the value of the test for Total Suspended Solids, as described in the latest edition of "Standard Methods for the Examination of Water & Wastewater." The amount must not be greater than 300 mg/L.
17. USER means any person, including those located outside the jurisdictional limits of the town, who contributes, causes or permits the contribution or discharge of wastewater into the POTW, including persons who contribute such wastewater from mobile sources.

### **3. INSTALLATION AND MAINTENANCE REQUIREMENTS**

#### **3.1 INSTALLATIONS**

- New Facilities. Food processing or food service facilities which are newly proposed or constructed, or existing facilities which will be expanded or renovated to include a food service facility, where such facility did not previously exist, shall be required to design, install, operate and maintain a grease trap/interceptor in accordance with SECTION 1003 Interceptors and Separators in the 2021 IPC or other applicable ordinances. Grease traps/interceptors shall be installed and inspected prior to issuance of a Certificate of Occupancy.
- Existing Facilities. Existing grease traps/interceptors must be operated and maintained in accordance with the manufacturer's recommendations and in accordance with this plan, unless specified in writing and approved by the POTW.
- Grease traps/interceptors must be installed on the exterior of a building and shall be located in ground.
- The necessity and size of the grease trap/interceptor shall be a minimum of 1,000 gallons or as determined by the Health Code Official.
- Grease traps/interceptors shall be readily and easily accessible for cleaning and inspection and shall not be located in vehicular traffic areas or in a parking spot or stall without written permission from the regulatory authority. Grease traps/interceptors shall remain unlocked.
- A sample well shall be installed on the outlet side of the grease trap/interceptor, outside of the building, and shall be readily and easily accessible for inspection.
- All grease trap/interceptor waste shall be properly disposed of at a facility in accordance with federal, state, or local regulation.

#### **3.2 CLEANING AND MAINTENANCE**

- Grease traps/interceptors shall be maintained in an efficient operating condition at all times.
- Each grease trap pumped shall be fully evacuated unless the trap volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the trap is fully evacuated within a 24-hour period, in accordance with 30 TEXAS ADMINISTRATIVE CODE §312.143.

### 3.3 CLEANING SCHEDULES

- Grease traps/interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; to ensure the discharge is in compliance with local discharge limits; and to ensure no visible grease is observed in discharge.
- The POTW has the ability to inspect and evaluate grease traps and grease interceptors at any time.
- Grease traps/interceptors subject to these standards shall be completely evacuated a minimum of every ninety (90) days, or more frequently when:
  - twenty-five (25) percent or more of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases; or
  - the discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the POTW; or
  - if there is a history of non-compliance.
- Any person who owns or operates a grease trap/interceptor may submit to the POTW a request in writing for an exception to the ninety (90) day pumping frequency of their grease trap/interceptor. The POTW may grant an extension for required cleaning frequency on a case-by-case basis when:
  - the grease trap/interceptor owner/operator has demonstrated the specific trap/interceptor will produce an effluent, based on defensible analytical results, in consistent compliance with established local discharge limits such as BOD, TSS, FOG, or other parameters as determined by the POTW, or
  - less than twenty-five (25) percent of the wetted height of the grease trap/interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils or greases.
- In any event, a grease trap/interceptor shall be fully evacuated, cleaned, and inspected at least once every 180 days.

### 3.4 MANIFEST REQUIREMENTS

- Each pump-out of a grease trap/interceptor must be accompanied by a manifest to be used for record keeping purposes.
- Persons who generate, collect and transport grease waste shall maintain a record of each individual collection and deposit. Such records shall be in the form of a manifest. The manifest shall include:
  - name, address, telephone, and commission registration number of transporter;
  - name, signature, address, and phone number of the person who generated the waste and the date collected;
  - type and amount(s) of waste collected or transported;
  - name and signature(s) of responsible person(s) collecting, transporting, and depositing the waste;
  - date and place where the waste was deposited;
  - identification (permit or site registration number, location, and operator) of the facility where the waste was deposited;
  - name and signature of facility on-site representative acknowledging receipt of the waste and the amount of waste received;
  - the volume of the grease waste received; and
  - a consecutive numerical tracking number to assist transporters, waste generators, and regulating authorities in tracking the volume of grease transported.
- Manifests shall be divided into five parts and records shall be maintained as follows.
  - One part of the manifest shall have the generator and transporter information completed and be given to the generator at the time of waste pickup.
  - The remaining four parts of the manifest shall have all required information completely filled out and signed by the appropriate party before distribution of the manifest.
  - One part of the manifest shall go to the receiving facility.

- One part shall go to the transporter, who shall retain a copy of all manifests showing the collection and disposition of waste.
- One copy of the manifest shall be returned by the transporter to the person who generated the wastes within 15 days after the waste is received at the disposal or processing facility.
- One part of the manifest shall go to the local authority.
- Copies of manifests returned to the waste generator shall be retained for five years and be readily available for review by the POTW.

### 3.5 ALTERNATIVE TREATMENT

- A person commits an offense if the person introduces, or causes, permits, or suffers the introduction of any surfactant, solvent or emulsifier into a grease trap. Surfactants, solvents, and emulsifiers are materials which allow the grease to pass from the trap into the collection system, and include but are not limited to enzymes, soap, diesel, kerosene, terpene, and other solvents.
- It is an affirmative defense to an enforcement of Section 3.6.1 that the use of surfactants or soaps is incidental to normal kitchen hygiene operations.
- Bioremediation media may be used with the POTW's approval if the person has proved to the satisfaction of the POTW that laboratory testing which is appropriate for the type of grease trap to be used has verified that:
  - The media is a pure live bacterial product which is not inactivated by the use of domestic or commercial disinfectants and detergents, strong alkalis, acids, and/or water temperatures of 160F (71C).
  - The use of the media does not reduce the buoyancy of the grease layer in the grease trap and does not increase the potential for oil and grease to be discharged to the sanitary sewer.
  - The use of the bioremediation media does not cause foaming in the sanitary sewer.
  - The BOD, COD, and TSS discharged to the sanitary sewer after use of the media does not exceed the BOD, COD, and TSS which would be discharged if the

product were not being used and the grease trap was being properly maintained. pH levels must be between 6 and 9.

- All testing designed to satisfy the criteria set forth in Section 3.6.3 shall be scientifically sound and statistically valid. All tests to determine oil and grease, TSS, BOD, COD, pH, and other pollutant levels shall use appropriate tests which have been approved by the Environmental Protection Agency and the Texas Commission on Environmental Quality and which are defined in Title 40, Code of Federal Regulations, Part 136 or Title 30, TEXAS ADMINISTRATIVE CODE §319.11. Testing shall be open to inspection by the POTW and shall meet the POTW's approval.

#### **4. SCHEDULE OF PENALTIES**

- If the POTW determines that a generator is responsible for a blockage of a collection system line the generator shall receive a certified letter for the first violation with five days to comply, \$1,000 for the second violation, and \$1,500 for the third violation within a two-year period. Continuous violations shall result in an increase in penalty by \$500 and may also result in termination of services.
- Any person violating any of the provisions of the Ordinance shall be subject to a certified written warning for the first violation with five days to comply, a \$1,000 civil penalty for the second violation, a \$1,500 civil penalty for the third violation, and a \$2,000 civil penalty for the fourth violation within a two-year period. Consistent violations will result in a \$500 increase in civil penalty and may result in termination of service.



## PUBLIC WORKS

**To: Mayor and Town Council**

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

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

**Re: Backflow Prevention Plan Update**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon an ordinance amending Chapter 13, "Utilities," of the Code of Ordinances of the Town of Prosper, Texas, by amending Article 13.10, "Backflow Prevention Plan."

**Description of Agenda Item:**

The Backflow Prevention Plan was approved on December 13, 2016. On September 12, 2023, staff presented the proposed Backflow Prevention Plan updates to the Town Council. The changes reflect alterations in TCEQ regulations, including updates to tables and definitions, and the recently passed Town Irrigation Ordinance. The update also clarifies the differences in Customer Service Inspections (CSI's) performed by Town personnel and Third-Party CSI's for private well customers.

**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 approving an ordinance amending Chapter 13, "Utilities," of the Code of Ordinances of the Town of Prosper, Texas, by amending Article 13.10, "Backflow Prevention Plan."



**Proposed Motion:**

Item 15.

I move to approve an ordinance amending Chapter 13, "Utilities," of the Code of Ordinances of the Town of Prosper, Texas, by amending Article 13.10, "Backflow Prevention Plan."

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING EXISTING ARTICLE 13.10, "BACKFLOW PREVENTION PLAN," OF CHAPTER 13, "UTILITIES," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT WITH A NEW ARTICLE 13.10, "BACKFLOW PREVENTION PLAN"; AMENDING THE PLAN TO PROMOTE THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE PUBLIC WATER SYSTEM, INCLUDING RESTRICTIONS ON CONTROLLING CROSS CONNECTIONS; ESTABLISHING PENALTIES FOR THE VIOLATION OF AND PROVISIONS FOR ENFORCEMENT OF THESE RESTRICTIONS; AMENDING APPENDIX A, "FEE SCHEDULE," TO THE TOWN'S CODE OF ORDINANCES BY AMENDING SECTION XVIII, "BACKFLOW PREVENTION PLAN AND ENFORCEMENT FEES"; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, pursuant to Chapter 341 of the Texas Health & Safety Code, the Texas Commission of Environmental Quality (TCEQ) has developed rules and regulations which govern drinking water quality and reporting requirements for public water systems; and

**WHEREAS**, the Town of Prosper, Texas (the "Town"), has investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to amend its backflow prevention program of uniform regulations governing the installation, testing, maintenance and inspection of backflow prevention assemblies that applies to all properties and registration of backflow prevention assembly testers; and

**WHEREAS**, TCEQ rules and regulations require the protection of a public water system from contaminants caused by backflow of contaminants through water service connections; and

**WHEREAS**, the Town has determined an urgent need in the best interests of the public to adopt this amended Backflow Prevention Plan; and

**WHEREAS**, pursuant to Chapter 54 of the Texas Local Government Code, the Town is authorized to adopt such ordinances deemed necessary by the Town to protect its water resources; and

**WHEREAS**, the Town Council has investigated and determined that it will be advantageous and beneficial to the citizens of Prosper and will protect the public health, safety and welfare to amend its Backflow Prevention Plan.

**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, Chapter 13, "Utilities," of the Town's Code of Ordinances is hereby repealed in its entirety and replaced with a new Article 13.10, "Backflow Prevention Plan," to read as follows:

### **"ARTICLE 13.10 BACKFLOW PREVENTION PLAN**

#### **Sec. 13.10.001 Purpose.**

This plan shall regulate the installation, testing, maintenance, and inspection of backflow prevention assemblies as well as other measures of cross connection control. Further, the Town of Prosper has established a cross-connection control program to promote the public health, safety and welfare by regulations designed to:

- (a) Protect the public potable water supply of the Town of Prosper from the possibility of contamination or pollution by isolating within a customer's internal distribution systems or a customer's private water systems contaminants or pollutants that could backflow into the public water system; and
- (b) Promote the elimination or control of existing cross connections, whether actual or potential, between a customer's internal distributions systems or a customer's private water systems and non-potable water system(s), plumbing fixtures, and industrial piping system(s); and
- (c) Provide for the maintenance of a continuing program of cross connection control which will systematically and effectively prevent the contamination or pollution of the Town's potable water system; and
- (d) Establish requirements for Prosper Backflow Prevention Assembly Testers, as defined in Article 4.08 of this Code; and
- (e) Comply with the water hygiene requirements of Title 30, Part 1, Chapter 290 of the Texas Commission on Environmental Quality Rules and Regulations for Public Water Systems.

#### **Sec. 13.10.002 Definitions.**

For the purpose of this Plan, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Other technical terms used will have the meanings or definitions listed in the 10th Edition of the *Manual of Cross Connection Control* published by the Foundation for Cross Connection Control and Hydraulic Research, University of Southern California, a copy of which is on file with the Town, or in the Third Edition of the *Recommended Practice for Backflow Prevention and Cross-Connection Control Manual M14* published by the American Water Works Association. In any case where provisions of these manuals are in conflict, the 10th Edition of the *Manual of Cross Connection Control* will prevail.

*Air gap separation (AG)* means an unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water to a tank, fixture, receptor, sink, or other assembly and the flood level rim of the receptacle. The vertical,

physical separation must be at least twice the diameter of the water supply outlet, but never less than one (1.0) inch.

*Approved water supply source* means the Town of Prosper water system.

*Atmospheric Vacuum Breaker (AVB)* means an assembly containing a float check, a check seat, and an air inlet port.

*Auxiliary water supply* means any water supply other than the Town of Prosper's approved public water supply, including water from another public water supply or from a natural source including, but not limited to, wells, cisterns, springs, rivers, streams, used waters, or industrial fluids.

*Backflow* means the reversal of flow of water or mixtures of water and other liquids, gases or other substances into the distribution pipes of a potable water supply from any sources other than an approved water supply source.

*Backflow prevention assembly* means an assembly which, when properly installed between the Town water supply system and the terminus or point of ultimate use, will prevent backflow. Examples of such assemblies include, but are not limited to, reduced pressure backflow assemblies, double check valve assemblies, pressure vacuum breakers, and air gap separation.

*Backflow prevention assembly tester (BPAT)* means an individual licensed in accordance with Texas Commission on Environmental Quality rules to test backflow prevention assemblies.

*Back pressure* means any elevation of pressure in the downstream piping system (including by pump, elevation of piping, or steam and/or air pressure) above the supply pressure at the point of consideration which would cause, or tend to cause, a reversal of the normal direction of flow.

*Back siphonage* means a form of backflow caused by a reduction in system pressure resulting in the existence of a negative or sub-atmospheric pressure at a site in the water system.

*Building official* means the Building Official of the Town of Prosper or his designee.

*Chemical injection system* means a system which automatically injects fertilizer, pesticide, weed killer, etc., into an irrigation system, while the irrigation system is operating.

*Closed System* means a piping system that has no space for water to expand.

*Commission* means the Texas Commission on Environmental Quality.

*Contamination* means an impairment of the quality of the public potable water supply or a private potable water supply by the introduction or admission of any foreign substance that degrades the quality, and which creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids, or waste.

*Cross connection* means any actual or potential connection or structural arrangement between a public or consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid,

gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which or because of which backflow can occur are considered to be cross-connections.

*Customer* means a person, company, or entity contracting with the Town of Prosper to receive potable water service.

*Customer's potable water system* means that portion of the privately owned potable water system lying between the service connection and the point of use by customer. The system includes, but is not limited to, all pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances used to produce, convey, store, or utilize the potable water.

*Degree of hazard* means either a non-health or health hazard and is determined by the evaluation of the conditions within a system by the Director of Public Works, the Town of Prosper Health Department, or the Building Official.

*Director* means the Director of Public Works.

*Double Check Valve Assembly (DC)* means an assembly composed of two independently acting approved check valves, including tightly closing resilient-seated shutoff valves, attached at each end of the assembly and fitted with properly located resilient-seated test cocks.

*Health hazard* means a cross connection, potential cross connection, or other situation involving any substance that could cause death, illness, spread of disease, or has a high probability of causing such effects if introduced into the potable drinking water supply.

*Industrial fluids* means any fluid or solution which may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration which would constitute a health, system, pollutional, or plumbing hazard if introduced into an approved water supply. Examples of industrial fluids include, but are not limited to: polluted or contaminated used water; all types of process waters and used waters originating from the public potable water system which may deteriorate in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulated cooling waters connected to an open cooling tower and/or cooling waters that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as form wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, etc.; and oils, gases, glycerin, paraffins, caustic and acid solutions and other liquid and gaseous fluids used industrially, for other processes, or for firefighting purposes.

*Material Reporting Deficiencies* shall mean inaccurate or incomplete reporting of information required in the Backflow Prevention Assembly Test Report form as noted in "Appendix A." Required information reported in section "B" is noted with an "x." Sections "C" and "D" are required in their entirety.

*Non-health hazard* means a cross connection or potential cross connection involving any substance that generally would not be a health hazard but would constitute a nuisance, or be aesthetically objectionable, if introduced into the potable water supply.

*Non-potable water* means a water supply which has not been approved for human consumption by the Commission.

*Person* means any individual or any association, firm, partnership, joint venture, corporation or other legally recognized entity, whether for profit or not for profit.

*Plumbing hazard* means an internal or plumbing type cross connection in a customer's potable water system that may be either a pollutional or a contamination type hazard, including, but not limited to, cross connections to toilets, sinks, lavatories, wash trays, and lawn sprinkling systems.

*Pollution* means an impairment of the quality of the public potable water supply to a degree which does not create a hazard to the public health but does adversely and unreasonably affect the aesthetic qualities of such water for domestic use.

*Potable water* means any public water supply which has been investigated and approved by the Commission as satisfactory for drinking, culinary and domestic purposes.

*Premises or Property* means any property, real, improved or personal that is connected to the Town of Prosper water system.

*Pressure Vacuum Breaker (PVB)* means an assembly which contains an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve with properly located resilient-seated test cocks and tightly closing resilient-seated shutoff valves attached at each end of the assembly.

*Process waters* means water used to cool any operation or manufacturing process.

*Prosper Backflow prevention assembly tester (Prosper BPAT)* means an individual licensed in accordance with Texas Commission on Environmental Quality rules and registered with the Town of Prosper Public Works Department for the purpose of testing backflow prevention assemblies.

*Public potable water supply* means any publicly or privately owned water system operated as a public utility under a health permit to supply water for domestic purposes. Such a system includes all sources, facilities and appurtenances between the source and the point of delivery such as valves, pumps, pipes, conduits, tanks, receptacles, fixtures, equipment and appurtenances used to produce, convey, treat, or store potable water for public consumption or use.

*Public water system* means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, which includes all uses described under the definition for drinking water.

*Public Works Director* means the Public Works Director for the Town of Prosper or his designee.

*Pressure loss* means any reduction in the water pressure supplied by the Town.

*Reduced Pressure backflow prevention assembly (RP)* means an assembly containing two independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The unit includes properly located resilient-seated

test cocks and two tightly-closing resilient-seated shutoff valves at each end of the assembly.

*Service connection* means the terminal end of a service connection from the public potable water system (i.e., where the water purveyor loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system). If a meter is installed at the end of the service connection, then the service connection shall mean the downstream end of the meter.

*Spill-Resistant Pressure Vacuum Breaker (SVB)* means an assembly which contains an independently operating internally loaded check valve and an independently operating loaded air inlet valve located on the discharge side of the check valve, with properly located resilient seated test cock, a properly located bleed/vent valve and tightly closing resilient seated shutoff valves attached at each end of the assembly.

*Supply pressure* means the existing pressure in the Town of Prosper water system.

*System hazard* means an actual or potential threat of severe danger to the physical properties of the public or the customer's potable water system or of a pollution or contamination which has or would have a protracted effect on the quality of the potable water in the system.

*Thermal Expansion* means heated water that does not have any space to expand.

*Town* means the Town of Prosper, Texas, and its duly authorized representatives.

*Used water* means any water supplied by a water purveyor from a public water system to a customer's water system after passing through the service connection and which is no longer controlled by the water purveyor.

*Utility* means the Town of Prosper Public Works Department.

*Utility water service area* means all locations within the Town of Prosper water system as defined by the Town's State Certificate of Convenience.

*Valid Backflow Prevention Assembly Test* shall mean test results reported by a Prosper BPAT who performed the test and reported within ten (10) calendar days of the test that meet the performance criteria located within the 10th Edition of the *Manual of Cross Connection Control* published by the University of Southern California Foundation for Cross Connection Control and Hydraulic Research for the type of backflow prevention assembly tested, unless otherwise noted within this Plan.

*Water purveyor* means the operator of a potable water system supplying at least 15 service connections or servicing at least 25 individuals at least 60 days out of the year.

### **Sec. 13.10.003      Backflow prevention assemblies required.**

(a) Each service connection from the public water system to premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system with a Reduced Pressure Backflow Prevention Assembly (RP).

(b) For all newly constructed premises on which a substance is handled so that it may enter the public water system, each service connection from the public water system to such

premises shall be protected against the backflow of water from the premises into the public water system. This requirement shall apply to each premise on which persons handle process water and water originating from the public water system which has been subjected to deterioration in sanitary quality.

(c) For all existing premises on which a substance is handled so that it may enter the public water system, each service connection from the public water system to such premises may be required to be protected against the backflow of water from the premises into the public water system upon the determination of the Public Works Director or the Building Official. This requirement shall apply to each premise on which persons handle process waters and waters originating from the public water system which have been subjected to deterioration in sanitary quality.

(d) Backflow prevention assemblies shall be installed on a service connection to a premises: (1) having internal cross connections that cannot be permanently corrected and controlled in compliance with this Plan, (2) upon the Public Works Director or Building Official's determination that an intricate plumbing and piping arrangement exists which makes it impractical to ascertain whether cross connections exist therein, or (3) where a portion of the Premises cannot be readily accessed for inspection purposes making it impractical or impossible to ascertain whether cross connections exist. The owner or person responsible for a property or the maintenance of a property connected to or required to be connected to the public potable water system shall make all necessary arrangements, at its sole expense, to remove without delay security barriers or other obstacles to access by the Public Works Director or the Building Official.

(e) If an inter-street main flow may result from two or more services supplying water to the same building, structure, or premises, then a standard check valve shall be installed adjacent to the respective meters and on the owner's property. If a check valve is not adequate to protect the public water system's mains from pollution or contamination, the installation of an approved backflow prevention assembly may be required by the Public Works Director. Approval will be given if a backflow prevention assembly is functioning.

(f) If a health hazard exists, a testable backflow prevention assembly or an air gap shall be required. The backflow prevention assemblies shall include a reduced pressure backflow prevention assembly (RP), pressure vacuum breaker (PVB) or a spill-resistant vacuum breaker (SVB). The PVB and SVB shall not be subjected to backpressure.

(g) If a business type is located in Table 2 as a health hazard, an RP will be required on the domestic main line, backflow prevention will still be required at point of use as necessary.

#### **Sec. 13.10.004      Type of backflow prevention assemblies required.**

(a) The type of backflow prevention assembly required shall be commensurate with the type of hazard that exists on the customer's premises. The minimum types of backflow prevention assemblies required to protect the Town's potable water supply are set forth in Table 1 below. However, the water user may choose a higher level of protection than required by the Town. All backflow prevention assemblies shall be from an approved list from the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research.



Table 1

<u>Type of Hazard</u>	<u>Minimum Type of Backflow Prevention Assembly</u>
Fire protection systems utilizing chemicals or additives (New installations or remodels of existing system)	RP- UL or FM &USC approved assemblies only
Commercial and residential fire sprinkler systems without chemicals or additives (New installations or remodels of existing systems only)	DC-UL or FM &USC approved assemblies only
Commercial and residential landscape irrigation systems utilizing chemical additives or hose connections and/or quick couplers	RP or AG only
Stationary Construction Fire Hydrant Meters	RP or AG immediately adjacent to meter
Premises where any customer purchasing water for the purpose of resale or distribution	RP or AG at each service connection
Premises owned by any state, federal, or foreign government or	RP or AG at each service connection
Premises where there is history of cross-connections being established or re-established	RP or AG
Animal Watering Sites	AG or RP or PVB or SVB. PVB or SVB not approved where back pressure situations exist.
Non-Health Hazard	DC, PVB, SVB, or RP at point of connection to hazard or at the service connection prior to first branch line off customer's service line. PVB or SVB not approved where back pressure situations exist.
Health Hazard	AG,RP,PVB, or SVB at point of connection to hazard or at service connection prior to first branch line off customer's service line. PVB or SVB not approved where back pressure situations exist.
Carbonated Drink Machines	RP- Stainless Steel Assembly and all downstream piping shall be non-corrosive when in contact with CO <sub>2</sub> gas.

Situations which are not covered in Table 1 shall be evaluated on a case by case basis,

and the required backflow prevention assembly shall be determined by the Public Works Director.

- (b) Containment and/or secondary protection shall be required on certain health hazard installations in accordance with the following Table 2, in addition to any other protection, identified herein, which is required to isolate equipment within a facility. The Public Works Director or Building Official may require backflow prevention assembly to be installed on other facilities with a similar degree of hazard in accordance with the Plumbing Code of the Town of Prosper, as amended, or other applicable law. These backflow prevention assemblies shall be installed in the main service line on the building side of the meter or the principle branch serving a single tenant space. The location of the backflow prevention assembly shall be approved by the Public Works Director or Building Official in accordance with the provisions contained in Section 7.

Table 2

<b>Premises Isolation</b>	
<b><u>Health Hazard Installations</u></b>	<b><u>Type of Backflow Prevention</u></b>
Aircraft and missile plants	RP
Animal Feedlots	RP or AG
Animal hospitals or Clinics	RP
Automotive plants	RP
Auxiliary water supply	RP
Breweries	RP
Building containing a Reclaimed Water System	RP
Canneries, packing houses, and chemical plants	RP
Carwash	RP
Chillers	RP
Cooling Towers	RP
Commercial Laundry	RP
Cold storage facilities	RP
Connection to sewer pipe	RP or AG
Dairies	RP
Dye Works	RP
Multi-story buildings 3 floors or more	RP
Dental Office	RP
Doctor's Office	RP
Food and Beverage processing plants	RP
Funeral home and mortuary	RP
Green house or nursery (with toxic chemicals)	RP
Hospitals (parallel system required)	RP
Laboratories (including medical, dental, and research labs, and labs at educational facilities)	RP
Manufacturing plant	RP

Meat Processing plant	RP
Metal manufacturing, cleaning, processing and fabrication plants	RP
Morgues, mortuaries, or autopsy	RP
Micro chip fabrication facilities	RP
Multi-story buildings 3 floors or more	RP
Paper and paper products plants	RP
Petroleum processing or storage facilities	RP
Photo and film processing	RP
Plants using radioactive materials	RP
Plating or Chemical plants	RP
Premises where inspection is restricted or exempted	RP
Private/Individual Unmonitored Wells	RP
Rainwater Harvesting Systems	RP
Reclaimed water systems	RP
Rendering plant	RP
Restricted, classified or other closed facilities	RP
Sewage lift Stations	RP
Sewage treatment plants	RP
Slaughter houses	RP
Steam plants	RP
Space Heating Boilers	RP
<b>Internal Protection</b>	
<b><u>Health Hazard Installations</u></b>	<b><u>Type of Backflow Prevention Required</u></b>
Aspirators	RP, PVB, or SVB
Autoclave	RP
Autopsy and mortuary equipment	RP, PVB, or SVB
Bedpan washers	RP, PVB or SVB
Chemical Dispensers	AG, RP, PVB or SVB
Connection to industrial fluid systems	RP
Connection to plating tanks	RP
Connection to salt-water cooling	RP
Connection to sewer pipe	AG
Cooling towers with chemical additives	AG
Cuspidors	RP, PVB, or SVB

Domestic space heating boiler	RP
Dye vats or machines	RP
Fire-fighting system (toxic liquid foam concentrates)	RP
Flexible shower heads	AVB, RP, PVB, or SVB
Heating equipment commercial	RP
Heating equipment domestic	DCVA
Hose bibs	AVB or HBVB
Irrigation systems on properties with OSSF's	RP -specific conditions on existing systems addressed in irrigation ordinance
Commercial dishwashers	RP
Disposals or grinders with water connections	RP
Lab bench equipment	RP, PVB, or SVB
Ornamental fountains	RP, PVB, or SVB
Pitcher, cup or glass washers	AG or RP
Swimming pools- Public	RP
Swimming pools- Private	RP, PVB, or SVB
Sewage pump	AG
Sewage ejectors	AG
Shampoo basins	RP, PVB, or SVB
Specimen tanks	RP, PVB, or SVB
Steam generators	RP
Steam tables	RP, PVB, or SVB
Sterilizers	RP
Tank vats or other vessels containing toxic substances	RP
Trap Primers	AG
Vending machines	RP, PVB, or SVB
Water Filters- Commercial	RP*
Water Filters- Residential R/O or Whole home	RP
Water Softeners	RP
Watering troughs	AG, PVB, or SVB

\*Commercial in-line filters currently protected with DCVA's may continue to be served by current protection until it is no longer repairable in-line at which time it must be upgraded to an RP.

NOTE: AG=air gap; DCVA=double check valve backflow prevention assembly; PVB=pressure vacuum breaker; SVB=spill resistant vacuum breaker; RP=reduced pressure backflow prevention assembly.

#### **Sec. 13.10.005 Backflow prevention assembly installation requirements.**

(a) All new, replacement, or reconditioned backflow prevention assemblies shall be installed in accordance with the International Plumbing Code, as adopted and amended by the Town of Prosper and with the following standards, unless otherwise directed or approved by the Public Works Director.

(1) Plumbing permit required. Prior to installation, a plumbing permit must be obtained from the Building Inspection Department of the Town.

(2) Installation. The assembly shall not be located in the same vault or meter box with the Town's water meter. Backflow assemblies shall not be installed within three (3) feet of a water meter box or vault. All backflow assembly installation shall be done in accordance to the approval set forth in the list of Approved Backflow Prevention Assemblies issued by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research, a copy of which is on file in the Town Public Works Department. If installed in a structure all backflow assemblies must be easily accessible for testing, repair or replacement.

(3) Location. The owner or occupant must prove to the Town that no connections or tees are located between the meter and the backflow prevention assembly. The relief valve discharge on a reduced pressure backflow assembly (RP) shall not be solidly piped into a sump, sewer, drainage ditch, etc. Test cocks shall not be used as supply connections.

(4) Air gap separation (AG). All piping from the service connection to the receiving tank shall be above grade and be entirely visible. No water use shall be provided from any point between the service connection and the air gap separation. The water inlet piping shall terminate at a distance of at least two (2) pipe diameters of the supply inlet, but in no case less than one (1) inch above the overflow rim of the receiving tank. An 'approved air gap separation' shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the vessel and shall in no case be less than one (1) inch (2.54cm).

(5) Reduced pressure backflow assemblies (RP). Reduced pressure backflow assemblies shall be installed above ground level and shall be placed a minimum of twelve (12) inches above the finished grade to allow clearance for repair work. A freeze-proof enclosure with a concrete slab at finished grade is recommended. Where it is impractical to install the assembly outside, the installation may be made inside the building in an area not susceptible to flooding. Proper free flowing/gravity drainage must be provided for the relief valve. If the drain line is to drain outside, then the termination point must be a minimum of twelve (12) inches above finished grade.

(6) Double check valve assemblies (DC). Double check valve assemblies can be installed above finished grade in a freeze-proof enclosure or below grade in a vault. If assembly is installed below grade the test cocks must be plugged with corrosion resistant watertight plugs. Assembly shall be a minimum of twelve inches above the floor.

(7) Bypass. If a bypass is installed around any approved backflow prevention assembly, the bypass must be protected from backflow/back pressure with the same type of backflow prevention assembly that it has bypassed. The backflow prevention assembly on the bypass must be installed according to the same requirements as the service line assembly.

(8) Thermal Expansion. The installation of a backflow assembly may create a closed system which may result in thermal expansion.

(b) Lost Pressure. The Town is not responsible for any pressure loss created by the installation of a backflow assembly.

**Sec. 13.10.006 Inspection, testing, and registration of backflow prevention assemblies.**

(a) Testing of backflow prevention assemblies. The owner, occupant, manager, or other person in control of any premises or the person responsible for the maintenance of the property on which, or on account of which, backflow prevention assemblies are installed, shall have the assemblies tested by a Prosper BPAT. Backflow prevention assemblies shall be tested annually and shall also be tested immediately after installation, relocation, repair or work performed upstream of the assembly. However, upon ten (10) days prior written notice by the Town to the owner, occupant, manager, or other person in control of the premises or the person responsible for the maintenance of the property must provide more frequent testing as required in the written notice.

(b) Report of backflow prevention assembly test. A Town of Prosper Backflow Prevention Assembly Test Report form (original form) shall be completed by a Prosper BPAT on each backflow prevention assembly tested. Each completed original form, together with the records of tests, repairs, or replacement, shall be submitted via town portal or email to the Public Works Department of the Town of Prosper within ten (10) calendar days after the testing, repair, replacement, or work performed upstream of the assembly.

(c) Test Results. Only backflow prevention assembly field test procedures approved by the University of Southern California Foundation for Cross-Connection Control and Hydraulic Research will be accepted. If an assembly fails, the Prosper BPAT shall immediately notify the Public Works Director or his designee in person or by phone during regular business hours of the Town of Prosper Public Works Department. If an assembly failure occurs at any time other than regular business hours, the Prosper BPAT shall notify the Public Works Director or his designee on the next regular business day.

Upon notification to the Public Works Director or his designee of assembly failure, the Public Works Director or his designee will notify the owner, occupant, manager or other person in control of any premises or the person responsible for the maintenance of the property of the time period that they have to repair or replace the assembly. The assembly shall be replaced or repaired within the time period set by the Public Works Director or his designee or within five (5)

calendar days from the date of assembly failure whichever date is sooner. In the event of assembly failure, the tester must contact the Public Works Directors designee.

(d) Registration and maintenance of backflow prevention assemblies.

(1) Each backflow prevention assembly located on property subject to this Plan shall be registered with the Public Works Department of the Town of Prosper.

(2) The owner, occupant, manager, other person in control of the property or the person responsible for the maintenance of the property is responsible for general maintenance and upkeep of all approved backflow prevention assemblies located thereon.

(3) Backflow prevention assemblies shall be tested, repaired, and/or replaced at the expense of the owner, occupant, manager, other person in control of the property or the person responsible for the maintenance of the property whenever such assemblies are determined to be defective by the Public Works Director or Building Official. An assembly is defective if it is not a properly installed backflow prevention assembly as required by this Department.

(e) New Plumbing or Plumbing Modifications. The Building Official or Public Works Director's designee shall inspect all new backflow prevention assembly installations, which are subject to this Plan and are required by application for a plumbing permit. A Customer Service Inspection form shall be completed by the Building Official or Public Works Director on each new plumbing installation or on plumbing modifications. Each completed form shall be received by the Public Works Department within ten (10) days after the inspection.

(f) Existing properties. The Public Works Directors designee shall inspect all existing properties connected to the potable water system for the purpose of determining whether a cross-connection exists and what type of backflow prevention assembly should be installed pursuant to this Plan.

(g) Existing backflow prevention assemblies. Properties with existing backflow prevention assemblies installed in their system, which have not been registered with the Public Works Director, as of the effective date of this Plan shall come into compliance with the provisions of this Plan within sixty (60) days of notification unless the Public Works Director finds a health hazard exists in which case the Public Works Director shall determine the appropriate time of compliance.

(h) Existing assemblies in compliance. The owner, occupant, manager, or other person in control of any premises or the person responsible for the maintenance of a property with existing assemblies, which comply with the provisions of this Plan, shall provide written proof that each such assembly has been properly maintained and serviced by a Prosper BPAT. If maintenance and service records are not available, the assembly shall be tested in accordance with the requirements of this Plan.

(i) Replacement. If the assembly is not capable of being tested, identified, or cannot be repaired, it must be replaced with an approved assembly in accordance with the requirements of this Plan.

(j) Testing Fee. A \$25.00 fee shall be submitted to the Town for each backflow

prevention assembly tested and shall be paid at the time that the Prosper BPAT files the Backflow Prevention Assembly Test Report form with the Town.

(k) Retesting Fee. A \$25.00 fee shall be submitted to the Town for each backflow prevention assembly that is required to be retested due to a deficiency or a violation of this Plan including, an invalid test report, or one of the following;

- Falsification of Backflow Prevention Assembly Test Report form
- Incorrect serial number
- Blank or incomplete information fields on Backflow Prevention Assembly Test Report forms,
- Prosper BPAT's test gauges are not registered with the Town
- Duplicate serial number on multiple Backflow Prevention Assembly Test Report forms
- Performing a Backflow Prevention Assembly Test using unapproved testing procedures
- Inappropriate registration with the Town
- BPAT is not registered with the Town of Prosper Public Works Department at the time the test(s) was performed.

(l) Retest procedure. The retest(s) shall be performed in the presence of the Public Works Director or his designee. The retest(s) shall be completed within five (5) business days from first notification. Any retest(s) required shall be performed by the Prosper BPAT or BPAT who is responsible for the deficiency or violation unless the Prosper BPAT or BPAT has resigned or lost their testing privileges. All retest(s) should be performed during normal Town business hours.

(m) Exemption. Atmospheric Vacuum Breakers are exempt from this section.

#### **Sec. 13.10.007      Quality assurance program.**

To assure the quality of the backflow prevention tests being performed each month at least one (1) but no more than five (5) Prosper BPATs will be randomly selected to be observed by the Public Works Director or his designee. The tester will be notified by certified mail to the address on file with the Town. When a tester has been chosen for random observation he/she shall have thirty (30) calendar days from the date of the letter to schedule and complete an approved observation with the Town Public Works department. Failure to do so shall result in the Prosper BPAT's testing privileges being suspended. Testing privileges shall not be reinstated until the observation has been completed and approved.

#### **Sec. 13.10.008      Removal of backflow prevention assembly.**

(a) Removal. Prior written approval must be obtained from the Public Works Director before a backflow prevention assembly may be removed or relocated.

(b) Discontinued use. The use of a backflow prevention assembly may be discontinued, and the assembly removed from service, upon written approval from the Public Works Director after presentation to the Public Works Director of sufficient written evidence to verify that a hazard no longer exists and is not likely to be created in the future.



(c) Relocation. A backflow prevention assembly may be relocated following written approval from the Public Works Director or his designee after presentation to the Public Works Director or his designee of sufficient written evidence to verify that the relocation will continue to provide the required protection and satisfy installation requirements. An assembly may not be removed for relocation unless water use is discontinued, until the relocation is complete, or until the service connection is equipped with other backflow protection approved by the Public Works Director or his designee and sufficient to prevent backflow during relocation. A retest will be required following the relocation of the assembly.

(d) Repair. A backflow prevention assembly may be removed for repair and a retest will be required following the repair of the assembly. Before an assembly is repaired, the Prosper BPAT shall notify the Public Works Director or his designee. The Public Works Director or his designee shall determine the time period allowed for repair of the assembly and determine whether water service will be discontinued during that time period.

(e) Replacement. An assembly may be removed and replaced. All replacement assemblies must be approved by the Public Works Director or his designee and must be commensurate with the degree of hazard involved. A retest will be required following the replacement of the assembly. Before an assembly is replaced, the Prosper BPAT shall notify the Public Works Director or his designee. The Public Works Director or his designee shall determine the time period allowed for replacement of the assembly and determine whether water service will be discontinued during that time period.

#### **Sec. 13.10.009 Requirements for Backflow Prevention Assembly Testers.**

(a) Registration. Prior to performing any testing of backflow prevention assemblies within the Town of Prosper, a backflow prevention assembly tester must be registered with the Town of Prosper.

(1) Eligibility for registration shall be conditioned upon applicant providing proof that they are currently licensed as a backflow prevention assembly tester by the Texas Commission on Environmental Quality and have not been found to be in violation of Section 12 of this Plan.

(2) Each applicant licensed as a backflow prevention assembly tester with the State shall furnish evidence to the Public Works Director to show that he/she has available the necessary tools and equipment to properly test and certify such assemblies. Serial numbers of all test gauges shall be registered with the Public Works Director. Registered serial numbers of test gauges shall be listed on tests and maintenance reports prior to being submitted to the Public Works Director. Each recorded test kit shall be tested annually for accuracy and calibrated to maintain a +/- two percent (+/-2%) accuracy factor. Failure to register the serial number or calibrate gauges annually shall be grounds for temporary suspension of a tester's registration until compliance with this requirement is attained.

(3) Registration shall remain in force provided that the tester maintains his/her eligibility for registration by complying with all requirements of this Plan and applicable State law. Evidence of renewal of the tester's TCEQ backflow prevention assembly testing license shall be furnished to the Public Works Director upon request. A tester shall advise the Public Works Director if the tester's State license is ever suspended or terminated.

within five (5) business days of notice to the tester of such suspension or termination.

(b) Registration Fee. An annual registration fee as found in appendix A shall be paid at the time an application for annual registration is submitted to the Public Works Director.

(c) Responsibilities of Testers. Prosper BPAT's shall be responsible for performing competent tests, issuing accurate reports of backflow prevention assemblies tested, filing timely backflow prevention assembly test reports and test fees to the Town. Prosper BPAT's shall not change the design or operational characteristics of a backflow prevention assembly during repair or maintenance without prior written approval of the Public Works Director.

**Sec. 13.10.010 Revocation of assembly tester registration.**

(a) Failure to make immediate notification of a backflow prevention assembly field test failure as required by this Plan shall result in revocation of the Prosper BPAT's registration.

(b) Refusal to perform retest(s) or pay appropriate fee as required by this Plan shall result in revocation of Prosper BPAT's registration.

(c) Submitting a falsified test report shall result in revocation of a Prosper BPAT's registration.

(d) The Public Works Director shall send written notice to the Prosper BPAT at the last known address on file for the Prosper BPAT informing the Prosper BPAT of a revocation. The date specified on the notice shall be the effective date of the revocation.

**Sec. 13.10.011 Prohibited conduct.**

The following actions or omissions are prohibited:

(a) Installing, allowing to remain installed, or maintaining a potable water supply, piping, or part thereof in such a manner that allows used, unclean, polluted, or contaminated water, mixtures, gasses, or other substances to enter any portion of the public potable water supply by reason of back siphonage, back pressure, or any other cause.

(b) Maintaining any water-operated equipment or mechanism or use of any water-treating chemical or substance if it is determined that such equipment, mechanism, chemical, or substance may cause pollution or contamination of the public potable water supply. Provided, however, that such equipment or mechanism may be permitted when equipped with a backflow prevention assembly approved by the Town.

(c) Connecting, allowing to be connected, or allowing to remain connected to the public potable water system any mechanisms or systems designed to return used water to the public potable water system.

(d) Connecting, allowing to be connected, or allowing to remain connected to the public potable water system an auxiliary water system without the prior written approval of the Public Works Director or his designee.

(e) Incorrectly installing a backflow prevention assembly or allowing an incorrectly

installed backflow prevention assembly to remain installed.

(f) Failing to report to the Public Works Director or his designee a backflow prevention assembly that failed a test.

(g) Falsifying any information in a backflow prevention assembly testing report submitted to the Town.

(h) Conducting a backflow assembly test without being registered with the Town.

(i) Conducting a backflow assembly test without a valid registration.

(j) Submitting an incomplete backflow prevention assembly testing report to the Town.

(k) Disconnecting, Removing, or discontinuing the use of a backflow prevention assembly without the written permission of the Public Works Director or his designee.

#### **Sec. 13.10.012 Private Customer Service Inspection**

(a) *Completion of a private customer service inspection (CSI).* The owner, manager, or other person in control of any premises, or the person responsible for the maintenance of the property on which, or on account of which, an auxiliary water supply exists, shall have the physical separation of the auxiliary water supply and the public water supply verified annually by a customer service inspector registered in the town. The verification of a physical separation between the auxiliary water supply and the public water supply must also be attended by a member of the town's Public Works Department who will perform a "meter disconnection test" during the CSI. The TCEQ "air gap" will only be allowed on existing systems that do not currently have an existing RPZ, as of the effective date of this article. The physical separation between the auxiliary water supply and the public water supply shall be verified annually and upon installation, relocation, repair or work performed upstream of the separation; however, upon ten (10) calendar days prior written notice by the town to the owner, occupant, manager, or other person in control of the premises, or the person responsible for the maintenance of the property must provide for more frequent inspection, as required in the written notice.

(b) *Report of private customer service inspection.* A town customer service inspection certificate (original form) shall be completed by a customer service inspector, licensed in accordance with TCEQ requirements, for each premises inspected. Each completed certificate shall be emailed to the Public Works Director or designee within ten calendar days of the inspection.

(c) *Customer service inspection fee.* A customer service inspection fee as found in appendix A to this Code shall be submitted to the Town for each customer service inspection completed and shall be paid at the time that the customer service inspector files the customer service inspection certificate with the Town.

(d) *Public Works fee.* A public works fee as found in appendix A to this Code shall be submitted to the Town to perform a meter disconnection test during each CSI, and shall be paid at the time that the customer service inspector files the customer service inspection certificate with the town.

**Sec. 13.10.013      Penalty.**

Any customer, as that term is defined pursuant to Title 30, Part 1, Chapter 291 of the Texas Administrative Code, as amended, failing to comply with the provisions of the Backflow Prevention Plan shall be subject to a fine of up to two thousand dollars (\$2,000.00) per day per occurrence and/or discontinuance of water service by the Town. Proof of a culpable mental state is not required for a conviction of an offense under this section. Each day a customer fails to comply with the Backflow Prevention Plan is a separate violation. The Town's authority to seek injunctive or other relief available under the law shall not be limited by this section."

**SECTION 3**

From and after the effective date of this Ordinance, Appendix A, "Fee Schedule," to the Town's Code of Ordinances is hereby amended to read as follows:

**"Sec. XVIII      Backflow Prevention Plan and Enforcement Fees**

The Town may elect to exercise the following administrative remedies for violations of the Town's Backflow Prevention Plan in lieu of pursuing criminal penalties against non-single family water account holders, such as business and professional parks, homeowners' associations, apartments, home builders, land developers, and entities other than customers residing at single family homes.

- (1)      Administrative Fees. The following administrative fees that will be assessed:

Backflow Registration Fee	\$100.00
Backflow Test (per assembly)	\$25.00
CSI Fee	\$25.00
Public Works Fee	\$50.00
Retest (per device)	\$25.00

- (2)      Contesting Violations. A non-single family water customer as defined above may request a hearing before a hearing officer(s) appointed by the Executive Director of Development and Community Services within fifteen (15) business days after the date on the Notice. The hearing officer(s) shall evaluate all information offered by the petitioner at the hearing. The customer shall bear the burden of proof to show why, by preponderance of the evidence, the administrative fee should not be assessed. The hearing officer(s) will render a decision in writing within three (3) business days of the conclusion of the hearing. A customer may appeal the decision from the hearing officer(s) in writing to the Executive Director of Development and Community Services within three (3) business days of the conclusion of the hearing. The decision by the Executive Director of Development and Community Services is final and binding.
- (3)      Paying Assessed Fees. If, after the expiration of the fifteen (15) business days from the date on the Notice, the customer has not requested an administrative hearing to contest the assessment of an administrative fee or paid the administrative fee, the Town shall apply and charge the assessed administrative fee to the customer's next Town Utility Bill.

(a) Unpaid assessed administrative fees related to violations of Backflow Prevention Plan restrictions under the Town Plan shall incur late payment penalties and may result in termination of water service.”

#### **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 for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

#### **SECTION 5**

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

#### **SECTION 6**

The Town Manager or his designee is hereby directed to file a copy of the Town's Backflow Prevention Plan and this Ordinance with the Commission in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

#### **SECTION 7**

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023.**

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**



## PUBLIC WORKS

**To: Mayor and Town Council**

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

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

**Re: Wastewater Odor Control**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon approving an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider.

**Description of Agenda Item:**

As a result of hydrogen sulfide odor complaints from residents in Whitley Place, whose property runs along Wilson Creek, staff began treating the wastewater heading to North Texas Municipal Water District (NTMWD), on June 23, 2020.

Due to the continuous need and the estimated annual expenditure, staff is requesting to establish an annual fixed-price agreement for the purchase of ACTI-Mag HP, a Hydrogen Sulfide Odor Control Technology, in order to create a more efficient ordering process and to guarantee unit prices for an extended period of time. Helix Laboratories is the sole supplier of ACTI-Mag XP and has provided a guaranteed price list for products effective through September 30, 2024. Orders will be placed on an as-needed basis only, and at the guaranteed price. For each subsequent year, the price list will be updated accordingly.

This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Core & Main is the only authorized distributor of Neptune water meters in the North Texas region.

**Budget Impact:**

The estimated annual expenditure is \$243,512.00 and will be funded from account 200-5660-50-03. Subsequent annual expenditures will be subject to appropriations granted in future fiscal years.

**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. Price Agreement
2. Sole Source Letter

**Town Staff Recommendation:**

Town staff recommends approving an annual fixed-price agreement for the purchase of Odor Control Technology, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider.

**Proposed Motion:**

I move to approve an annual fixed-price agreement for the purchase of Odor Control Technology, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider.





**Odor and Grease Control Experts**

October 10, 2023

James Rodriguez  
Water & Wastewater Superintendent  
Town of Prosper, TX  
601 W. Fifth Street  
Prosper, TX 75078

Re: Proposal for Helix's **HI-Mag pH** Odor Control Technology

James:

Thank you for the opportunity to propose our Helix's **HI-Mag pH** Hydrogen Sulfide Odor Control technology, for fiscal year 2024, to the Town of Prosper. Since the beginning of 2020, Helix has valued our relationship with the Town of Prosper and we look forward to that continued quality service in FY 2024, as well as many more years to come. Our service and product quality are superior in the industry and have achieved a higher level with the addition of the new production facility located in Lufkin Texas. Our new plant will provide the **HI-Mag pH** magnesium hydroxide in bulk loads with minimal lead times.

**HI-MAG pH** is a proprietary, concentrated aqueous suspension of magnesium hydroxide (hydrated lime of magnesia) produced from calcined, high purity, natural magnesite. This product is manufactured in Lufkin, TX as well as other strategical locations using a proprietary blend of dispersants that result in optimum storage stability and reactivity.

**HI-MAG pH** provides a highly reactive source of magnesium hydroxide ( $Mg(OH)_2$ ) for use in water treatment, and wastewater treatment applications. **HI-MAG pH** offers a safe, non-hazardous means of effective acid neutralization, coagulation,  $H_2S$  and heavy metals removal in wastewater and process streams.

#### **HI-Mag pH Chemical Composition**

Magnesium Hydroxide	>95.8%	Calcium
Hydroxide	> 1.6%	
Ferric Oxide	> 1.09%	
Manganese Oxide	> .09%	
Silica	> 1.09%	

**Your Pricing is as follows:**

Item Code	Qty	Description	\$/Gal.	Total
Bulk Load	1,970 Gallons	Helix HI-Mag pH	\$4.99 Delivered	\$9,830.30 Prosper will be billed based on the weight of delivery.

Helix appreciates the business relationship we have with The Town of Prosper and is looking forward to continuing service through FY2024 and beyond.

Best Regards,

Eric Stone  
 VP of Odor & Corrosion Solutions  
 5050 Quorum Dr. STE 700  
 Dallas, TX 75254  
 estone@helixlabs.com  
 817-876-1714  
 www.helixlabs.com





October 11, 2023

James Rodriguez  
Water & Wastewater Superintendent  
Town of Prosper  
601 W Fifth Street  
Prosper, TX 75078

Dear James

This letter is confirmation that Helix Laboratories is the sole supplier of HI-MAG pH for controlling Hydrogen Sulfide in wastewater systems.

Please let me know if you need further information.

Best regards,

Eric Stone  
Helix Laboratories Inc. [www.helixlabs.com](http://www.helixlabs.com)





## PUBLIC WORKS

**To:** Mayor and Town Council

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

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

**Re:** Water Pump Maintenance

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

**Agenda Item:**

Consider and act upon approving the rebuild of Pump 4 and Pump 5 utilizing Legacy Contracting LP dba Control Specialist LP through the City of Plano cooperative best value Contract No.: 2021-0125-AC.

**Description of Agenda Item:**

Water pump maintenance was an approved budget item. Rebuilding Pump 4 and Pump 5 will provide more reliable pumps during the summer. Maintenance on these pumps is needed because the new Lower Pump Station has been delayed due to a shortage of materials and equipment. Since water usage increases each year and the need for pumps to be operated consistently and at times, continuously, these pumps need rebuilding.

Local Government Code 271.102, Subchapter F. Cooperative Purchasing Program authorizes the Town to participate with another local government of the state to purchase goods or services and make payment directly to a vendor under a contract with the local government, while satisfying all state and competitive bid laws.

**Budget Impact:**

The total amount for maintenance is \$111,630 for both pumps and will be funded from Capital Expenditure – Equipment, account number 200-6140-50-02.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. City of Plano Contract
2. Pump 4 Estimate
3. Pump 5 Estimate

**Town Staff Recommendation:**

Town staff recommends approving the rebuild of Pump 4 and Pump 5 utilizing Legacy Contracting LP dba Control Specialist LP through the City of Plano cooperative best value Contract No.: 2021-0125-AC.

**Proposed Motion:**

I move to approve the rebuild of Pump 4 and Pump 5 utilizing Legacy Contracting LP dba Control Specialist LP through the City of Plano cooperative best value Contract No.: 2021-0125-AC.

August 21, 2023

George Brown  
Legacy Contracting LP dba Control Specialist LP  
4916 East Highway 380  
Decatur, TX 76234

RE: Contract No.: 2021-0125-AC  
Bid Title Water and Waste Water Pumping Facilities Maintenance  
Vendor No.: 83643  
Renewal Dates: 9/10/2023 to 9/9/2024  
(Annual Contract with Renewals)

Dear Mr. Brown:

The City of Plano has decided to renew the above referenced contract. It is understood all terms and conditions will be held firm during the contract period. Using department will order on an "as needed" basis utilizing "Contract Release Orders" (CRO's). Please note the invoice must reference the City of Plano CRO number.


Please email or fax a copy of Legacy Contract LP dba Control Specialist LP Insurance Certificate to the City of Plano at (972)-461-6888 or [floydettc@plano.gov](mailto:floydettc@plano.gov).

If you have any questions, please call me at (972) 941-7539.

Thank you,

***Floydett Carter***

Floydett Carter, BA  
Buyer I

Accepted:   
George Brown 9/8/2023



# ESTIMATE

**Control Specialist Services, L.P.**  
 PO Box 1479  
 Decatur, TX 76234  
[www.csstex.com](http://www.csstex.com)

**\*Contract No. 2021-0125-AC**

DATE: September 18, 2023

To: Town of Prosper  
 Location: Custer Pump Station  
 Attn: Mr. Jake Sonneveld

This estimate includes the following services:

- Pull pump #4 at Custer Pump Station
- Set motor back in building and wire anti-condensation heaters
- Haul pump back to shop
- Breakdown pump and document findings
- Replace all wear items in pump and rebuild
- Haul pump back to pump station and install
- Test operation of pump

## Material

1. <u>1 new bowl shaft</u>	
2. <u>2 new bowl and suction bell bearing</u>	
3. <u>2 new bowl wear rings</u>	
4. <u>3 new impeller keys</u>	
5. <u>3 new impeller rings</u>	
6. <u>1 new suction sand collar</u>	
7. <u>1 new discharge sand collar</u>	
8. <u>3-new marine bearings</u>	\$ 30,235.00
9. <u>Blasting and Coating</u>	\$ 13,500.00
Crane rental to pull pump	\$ 1,350.00
DOT truck and trailer	\$ 750.00
Labor to pull pump (3 Men)	\$ 1,680.00
Labor to break down pump and document findings	\$ 1,240.00
Labor to install new bearings	\$ 1,240.00
Labor to assemble pump in shop	\$ 1,240.00
Labor install pump (3 Men)	\$ 1,680.00
DOT truck and trailer	\$ 750.00
Crane rental to install pump	\$ 1,350.00
Transportation energy fee	\$ 800.00
<b>Total</b>	<b>\$ 55,815.00</b>

**Note: price is an estimate due to any unforeseen developments**



**Note: price does not include any unforeseen parts or labor**

**Note: price does not include freight pre pay & add**

**Note: price does not include initial call out**

**Note: Due to logistical volatility, partial billing for stored materials shall apply**

**Note: delivery can be made in 12 to 14 weeks**

**EXCLUSIONS:**

Bypassing of station and/or operating of city valves. It is the responsibility of the city to provide safe working conditions.

If extra labor or materials not described above are required due to unforeseen problems the owner will be notified for approval before work is completed. This ESTIMATE is good for 30 days from the date referenced above. We thank you for considering Control Specialist Services for your service needs.

Please call if you have any questions.

Sincerely,  
Aaron Holt  
Service Manager  
940-626-1415  
Email [aaronh@csstex.com](mailto:aaronh@csstex.com)



# ESTIMATE

**Control Specialist Services, L.P.**  
 PO Box 1479  
 Decatur, TX 76234  
[www.csstex.com](http://www.csstex.com)

**\*Contract No. 2021-0125-AC**

DATE: September 18, 2023

To: Town of Prosper  
 Location: Custer Pump Station  
 Attn: Mr. Jake Sonneveld

This estimate includes the following services:

- Pull pump #5 at Custer Pump Station
- Set motor back in building and wire anti-condensation heaters
- Haul pump back to shop
- Breakdown pump and document findings
- Replace all wear items in pump and rebuild
- Haul pump back to pump station and install
- Test operation of pump

## Material

1. <u>1 new bowl shaft</u>	
2. <u>2 new bowl and suction bell bearing</u>	
3. <u>2 new bowl wear rings</u>	
4. <u>3 new impeller keys</u>	
5. <u>3 new impeller rings</u>	
6. <u>1 new suction sand collar</u>	
7. <u>1 new discharge sand collar</u>	
8. <u>3-new marine bearings</u>	\$ 30,235.00
9. <u>Blasting and Coating</u>	\$ 13,500.00
Crane rental to pull pump	\$ 1,350.00
DOT truck and trailer	\$ 750.00
Labor to pull pump (3 Men)	\$ 1,680.00
Labor to break down pump and document findings	\$ 1,240.00
Labor to install new bearings	\$ 1,240.00
Labor to assemble pump in shop	\$ 1,240.00
Labor install pump (3 Men)	\$ 1,680.00
DOT truck and trailer	\$ 750.00
Crane rental to install pump	\$ 1,350.00
Transportation energy fee	\$ 800.00
<b>Total</b>	<b>\$ 55,815.00</b>

**Note: price is an estimate due to any unforeseen developments**

**Note: price does not include any unforeseen parts or labor**

**Note: price does not include freight pre pay & add**

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**EXCLUSIONS:**

Bypassing of station and/or operating of city valves. It is the responsibility of the city to provide safe working conditions.

If extra labor or materials not described above are required due to unforeseen problems the owner will be notified for approval before work is completed. This ESTIMATE is good for 30 days from the date referenced above. We thank you for considering Control Specialist Services for your service needs.

Please call if you have any questions.

Sincerely,  
Aaron Holt  
Service Manager  
940-626-1415  
Email [aaronh@csstex.com](mailto:aaronh@csstex.com)



## 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: Shortlist of Qualified Firms to Provide Various Engineering Services**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

### **Agenda Item:**

Consider and act upon approving a shortlist of qualified firms to provide various engineering services to the Town of Prosper.

### **Description of Agenda Item:**

On June 29, 2023, at 2:00PM, one hundred forty-six (146) submittals were received in response to RFQ No. 2023-32-A for Various Engineering Services for the Town of Prosper. Responses were divided into eight (8) categories based on specialties within the engineering industry and companies were requested to submit for their strongest three (3) categories. The categories were: Roadway Design, Water/Wastewater Design, Storm Drain Design, Traffic Engineering, Topographical and Property Survey, Land Acquisitions and Appraisal Services, Subsurface Utility Exploration, and Geotechnical Engineering and Material Testing.

A review committee, consisting of engineering staff, evaluated each firm's response based on the following areas of criteria: firm's general information, professional qualification of individual team members, relative project experience, and supplemental information. The following shortlist identifies, in alphabetical order, the firms that were determined to be the most highly qualified in each category:

### **Roadway Design:**

- Binkley & Barfield, Inc
- CP&Y, Inc
- EST, Inc
- Garver, LLC
- Grantham & Associates, Inc
- Halff Associates, Inc
- Huitt-Zollars, Inc
- Kimley-Horn and Associates, Inc
- Lockwood, Andrews & Newman, Inc
- Teague Nall and Perkins, Inc

**Water/Wastewater Design:**

- CP&Y, Inc
- Freese and Nichols, Inc
- Garver, LLC
- Kimley-Horn and Associates, Inc
- Lockwood, Andrews & Newman, Inc

**Storm Drain Design:**

- Freese and Nichols, Inc
- Huitt-Zollars, Inc
- Lockwood, Andrews & Newman, Inc
- Teague Nall and Perkins, Inc
- Walter P. Moore and Associates, Inc

**Traffic Engineering:**

- Binkley & Barfield, Inc
- Cobb, Fendley & Associates, Inc
- Kimley-Horn and Associates, Inc
- Lee Engineering, LLC
- Stantec Consulting Services, Inc

**Topographical and Property Survey:**

- CP&Y, Inc
- Grantham & Associates, Inc
- PJB Surveying, LLC
- Schaumburg & Polk, Inc

**Land Acquisitions and Appraisal Services:**

- Halff Associates, Inc
- Lowery Property Advisors
- McCarthy Right of Way Partners, Inc
- Whitman Land Group

**Subsurface Utility Exploration:**

- None Selected

**Geotechnical Engineering and Material Testing:**

- Alliance Geotechnical
- D&S Engineering Labs, Inc
- ECS Southwest, LLP
- Kleinfelder, Inc
- Raba Kistner, Inc

Approval of this list does not authorize the award of a contract for professional engineering services, nor does it guarantee that a contract will be awarded to any individual firm on the list. As the need arises, individual contracts will be negotiated with qualified firms from this list and awarded in accordance with the Town's purchasing policies. The shortlist of qualified firms will remain in effect for a period of approximately five (5) years.

**Budget Impact:**

This item does not authorize the expenditure of funds. Funding for individual contracts will be allocated through the Town's budget process.

**Legal Obligations and Review:**

Not applicable.

**Attached Documents:**

1. Shortlist of Qualified Firms

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve a shortlist of qualified firms to provide various engineering services to the Town of Prosper.

**Proposed Motion:**

I move to approve a shortlist of qualified firms to provide various engineering services to the Town of Prosper.

## Town of Prosper

### Shortlist of Qualified Firms to Provide Various Engineering Services Effective October 24, 2023

The Town has selected several qualified firms to be shortlisted for each major category of work for a period five (5) years for the professional services outlined herein, except that a firm short listed for one major category of work shall not be prohibited from performing incidental work related to another work category. As specific projects or tasks arise, the Town will select the firm it determines to be qualified to perform the services necessary for the project or task and attempt to negotiate an agreement. If the Town is unable to reach a satisfactory agreement, negotiations will cease with the selected firm and the Town may commence negotiations with another firm determined to be qualified. This procedure will continue until a satisfactory agreement is negotiated. The decision by the Town is final. Placement on the Town's short list is not a guarantee of work.

Upon successful negotiations with the selected firm, a Professional Services Agreement will be developed and executed by both parties, contingent upon the appropriate approval by the Town. By submitting a SOQ, the firm agreed to the language of the Professional Services Agreement as shown in Exhibit "C" of the RFQ. The Town will not change the language of the agreement at the request of the selected firm unless there is an applicable change in the governing law. Typically, the assigned project or task will commence upon final execution of a Professional Services Agreement, within 30 days from the award of contract to the successful firm. A plans checklist may be provided to the selected firm during the scoping process for the individual project. A project time frame will be coordinated with the selected firm.

#### **Roadway Design:**

- Binkley & Barfield, Inc
- CP&Y, Inc
- EST, Inc
- Garver, LLC
- Grantham & Associates, Inc
- Halff Associates, Inc
- Huitt-Zollars, Inc
- Kimley-Horn and Associates, Inc
- Lockwood, Andrews & Newman, Inc
- Teague Nall and Perkins, Inc

#### **Water/Wastewater Design:**

- CP&Y, Inc
- Freese and Nichols, Inc
- Garver, LLC
- Kimley-Horn and Associates, Inc
- Lockwood, Andrews & Newman, Inc

**Town of Prosper****Shortlist of Qualified Firms to Provide Various Engineering Services****Effective October 24, 2023****Storm Drain Design:**

- Freese and Nichols, Inc
- Huitt-Zollars, Inc
- Lockwood, Andrews & Newman, Inc
- Teague Nall and Perkins, Inc
- Walter P. Moore and Associates, Inc

**Traffic Engineering:**

- Binkley & Barfield, Inc
- Cobb, Fendley & Associates, Inc
- Kimley-Horn and Associates, Inc
- Lee Engineering, LLC
- Stantec Consulting Services, Inc

**Topographical and Property Survey:**

- CP&Y, Inc
- Grantham & Associates, Inc
- PJB Surveying, LLC
- Schaumburg & Polk, Inc

**Land Acquisitions and Appraisal Services:**

- Halff Associates, Inc
- Lowery Property Advisors
- McCarthy Right of Way Partners, Inc
- Whitman Land Group

**Subsurface Utility Exploration:**

- None Selected

**Geotechnical Engineering and Material Testing:**

- Alliance Geotechnical
- D&S Engineering Labs, Inc
- ECS Southwest, LLP
- Kleinfelder, Inc
- Raba Kistner, 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 Engineering Services Agreement – Lee Engineering  
Traffic Signal Warrant (Gee/Acacia) and Design of HAWK Signals**

**Town Council Meeting – October 24, 2023**

### Strategic Visioning Priority: 1. Acceleration of Infrastructure

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#### **Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the traffic signal warrant study on Gee Road at Acacia Parkway and the design of pedestrian hybrid beacons.

#### **Description of Agenda Item:**

The services associated with this agreement are for the traffic signal warrant study on Gee Road at Acacia Parkway and the design of a traffic signal at that intersection if warranted. If the traffic signal warrant study does not recommend a traffic signal at the Gee Road/Acacia Parkway intersection, a pedestrian hybrid beacon, or HAWK signal, will be designed to replace the current rectangular pedestrian flashing signs at that intersection.

The services also include design of two (2) additional pedestrian hybrid beacons recommended at the following hike and bike trail crossings:

- Gee Road south of Lockwood Drive
- First Street at Copper Canyon Drive

In addition, the school zone crossing on First Street at Chaucer Drive, that serves both Rushing Middle School and Stuber Elementary School, will be evaluated. If the evaluation recommends a pedestrian hybrid beacon, this agreement allows for the completion of that design.

Lee Engineering, LLC, is included on the October 24, 2023, approved list of qualified engineering firms, for traffic engineering services. They were also on the prior list approved at the April 9, 2019, Town Council meeting, and have successfully completed several traffic signal warrants and the design of multiple traffic improvement projects for the Town.

**Budget Impact:**

The cost for the traffic signal warrant study on Gee Road at Acacia Parkway is \$5,300, and the design for a traffic signal and three pedestrian hybrid beacons or no traffic signal and four pedestrian hybrid beacons is \$123,000, for a total of \$128,300. The funding for this project will come from the \$400,000 Crosswalk Signage, Markings and Flashers budget in Account No. 750-5410-10-00-2333-TR.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Professional Engineering Services Agreement
2. Location Map

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the traffic signal warrant study on Gee Road at Acacia Parkway and the design of pedestrian hybrid beacons.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the traffic signal warrant study on Gee Road at Acacia Parkway and the design of pedestrian hybrid beacons.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC  
FOR THE TRAFFIC SIGNAL WARRANT STUDY (ACACIA PARKWAY/GEE ROAD) AND DESIGN OF  
PEDESTRIAN HYBRID BEACONS  
PROJECT No. 2333-TR**

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

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **Traffic Signal Warrant Study (Acacia Parkway/Gee Road) And Design Of Pedestrian Hybrid Beacons Project (2333-TR)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **One Hundred Twenty-Eight Thousand and Three Hundred Dollars (\$128,300)** 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](mailto: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

By:



Signature

Dharmesh Shah, PE, PTOE

Printed Name

Vice President

Title

October 13, 2023

Date

#### TOWN OF PROSPER, TEXAS

By:

Signature

Mario Canizares

Printed Name

Town Manager

Title

Date

## EXHIBIT A SCOPE OF SERVICES

### PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC FOR THE TRAFFIC SIGNAL WARRANT STUDY (ACACIA PARKWAY/GEE ROAD) AND DESIGN OF PEDESTRIAN HYBRID BEACONS PROJECT No. 233-TR

#### **I. PROJECT DESCRIPTION**

#### **TRAFFIC SIGNAL WARRANT STUDY (ACACIA PARKWAY/GEE ROAD) AND DESIGN OF PEDESTRIAN HYBRID BEACONS**

#### **II. TASK SUMMARY**

Task 1 - Traffic Signal Warrant Study – Acacia Parkway at Gee Road

Task 2 - Design Plans for Installing Three Pedestrian Hybrid Beacons and One Traffic Signal or Pedestrian Hybrid Beacon

Task 3 - TDLR Filing and Accessibility Review of Pedestrian Infrastructure

Task 4 - Bid and Construction Phase Services / Additional Services

#### **III. DELIVERABLES**

Task 1 - Traffic Signal Warrant Study – Study Report  
Acacia Parkway at Gee Road

Task 2 - Design Plans for Installing Three Design Plans, Specifications, Estimates, Bid Documents  
Pedestrian Hybrid Beacons and One Traffic  
Signal or Pedestrian Hybrid Beacon

Task 3 - TDLR Filing and Accessibility Review TDLR Filing, Review Documents  
of Pedestrian Infrastructure

Task 4 - Bid and Construction Phase Services / Meeting Notes, Response to RFIs, Record Drawings  
One (1) 22x34 bond copy of the record drawings  
One (1) 22x34 mylar copy of the record drawings  
One (1) PDF copy of each sheet of the record drawings  
One (1) DWG of the record drawings base map

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC  
FOR THE TRAFFIC SIGNAL WARRANT STUDY (ACACIA PARKWAY/GEE ROAD) AND DESIGN OF  
PEDESTRIAN HYBRID BEACONS  
PROJECT No. 2333-TR**

**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion Schedule</b>	<b>Compensation Schedule</b>
Notice-to-Proceed	November, 2023	
<u>Task 1</u> - Traffic Signal Warrant Study – Acacia Parkway at Gee Road	January, 2024	\$5,300
<u>Task 2</u> - Design Plans for Installing Three Pedestrian Hybrid Beacons and One Traffic Signal or Pedestrian Hybrid Beacon	April, 2024	\$103,500
<u>Task 3</u> - TDLR Filing and Accessibility Review of Pedestrian Infrastructure	May, 2024	\$10,000
<u>Task 4</u> - Bid and Construction Phase Services / Expense	December, 2024	\$8,000
	December 2024	\$1,500
<b>Total Compensation</b>		<b>\$128,300</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
<u>Task 1</u> - Traffic Signal Warrant Study – Acacia Parkway at Gee Road	\$5,300
<u>Task 2</u> - Design Plans for Installing Three Pedestrian Hybrid Beacons and One Traffic Signal or Pedestrian Hybrid Beacon	\$103,500
<u>Task 3</u> - TDLR Filing and Accessibility Review of Pedestrian Infrastructure	\$10,000
<b>Total Basic Services:</b>	<b>\$118,800</b>

<b>Special Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
<u>Task 4</u> - Bid and Construction Phase Services	\$8,000



Direct Expenses	Amount
Expenses	\$1,500
<b>Total Direct Expenses:</b>	<b>\$1,500</b>

## 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

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>		<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  <div style="text-align: center; font-size: 1.2em;">Lee Engineering, LLC</div>	<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)	
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center; font-size: 1.2em;">N/A</div> <div style="text-align: center; font-size: 0.8em;">Name of Officer</div>		
<b>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.</b>   <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No         </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No         </div> </div>		
<b>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.</b>  <div style="text-align: center; font-size: 1.2em;">N/A</div>		
<b>6</b> <input type="checkbox"/> <b>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).</b>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <b>7</b>             Signature of vendor doing business with the governmental entity         </div> <div style="width: 40%; text-align: right;"> <div style="font-size: 1.2em; font-weight: bold;">October 13, 2023</div> <div style="font-size: 0.8em;">Date</div> </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

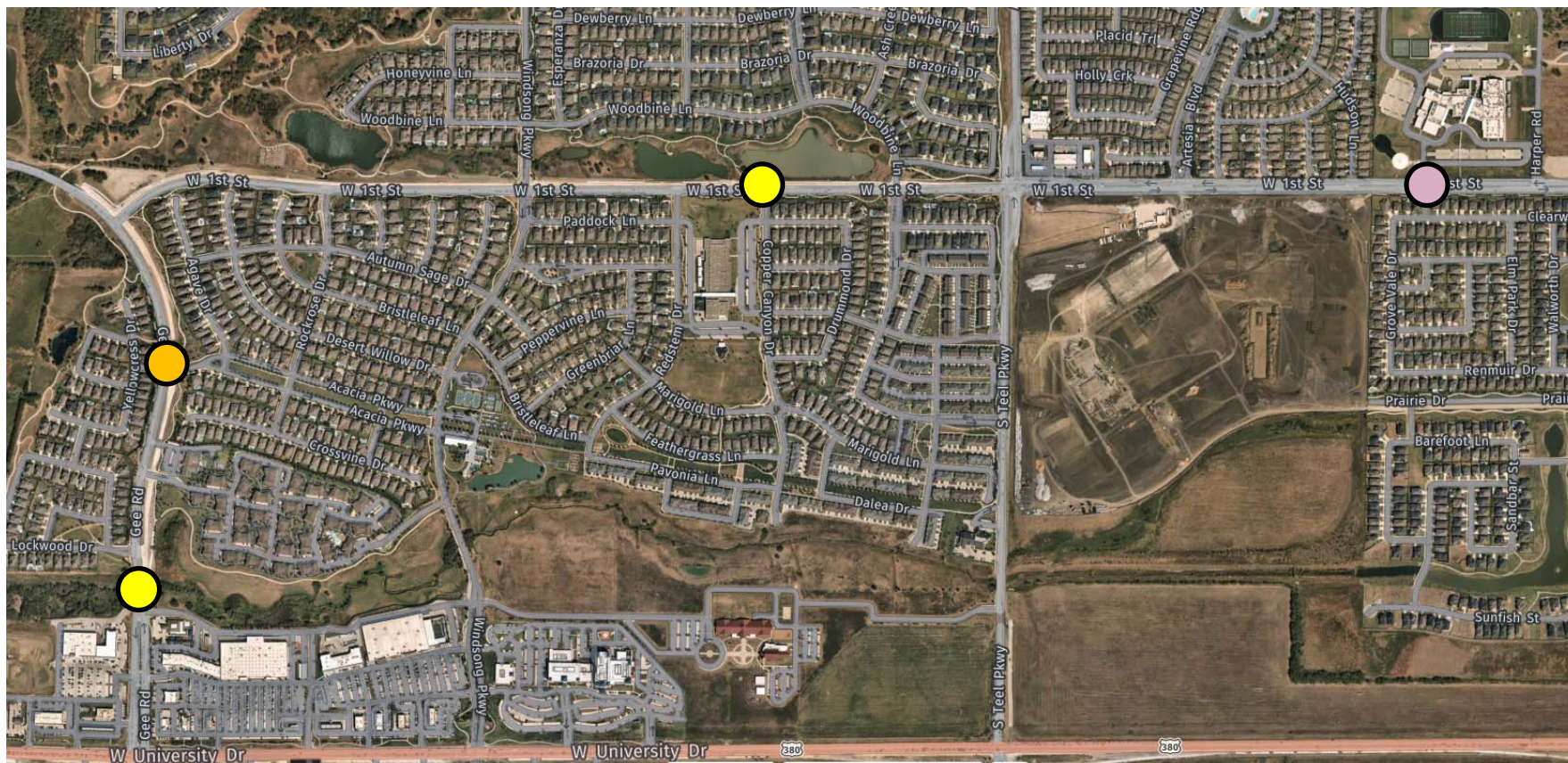
Revised 11/30/2015



## LOCATION MAP



### Traffic Signal Warrant Study (Acacia Parkway / Gee Road) and Design of Pedestrian Hybrid Beacons



Design of Hybrid Beacons at Hike and Bike Trails



Evaluation and Potential Design of Hybrid Beacon



Traffic Signal Warrant and Design of Traffic Signal or Hybrid Beacon



## ENGINEERING SERVICES

**To:** Mayor and Town Council

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

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

**Re:** Professional Engineering Services Agreement – Lee Engineering  
Traffic Signal: Frontier Parkway at Dallas North Tollway

**Town Council Meeting – October 24, 2023**

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

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**Agenda Item:**

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the design and modification of a Traffic Signal at Dallas North Tollway and Frontier Parkway.

**Description of Agenda Item:**

The North Texas Tollway Authority (NTTA) will begin construction of the main lanes of the Dallas North Tollway from US 380 north through Frontier Parkway in March/April of 2024. The proposed NTTA improvements will require the design of the ultimate traffic signal configuration at Dallas North Tollway (DNT) and Frontier Parkway and the temporary relocation and modification of the existing span wire signals.

The services related to this agreement are for the design of the ultimate traffic signal at the intersection DNT and Frontier Parkway and modifications to the existing signals. The traffic signal design improvements include mast arm pole assemblies and foundations, vehicle detection, pull boxes, underground conduits and cables, mast arm-mounted signs, and pedestrian signals designed for APS (Audible Pedestrian Signals) readiness. In addition, Lee Engineering will also design modifications needed for the existing signals to be relocated for the construction of the DNT main lanes and associated U-turn lanes.

The Town is currently working with the City of Celina on the design of Frontier Parkway west of the DNT intersection to match the ultimate expansion of the intersection under the main lanes of the DNT being constructed with the tollway project. It is the intent of both municipalities to pursue funding for the Frontier Parkway pavement improvements west of the DNT intersection in order to complete construction in conjunction with the tollway project.

**Budget Impact:**

The design cost for the ultimate traffic signals at the intersection of DNT and Frontier Parkway is \$60,500, and the cost for the relocation of the existing signals is \$21,000, for a total of \$81,500. The project budget for design, in the amount of \$65,000, is budgeted in Account No. 750-5410-00-2317-TR. The remaining \$16,500 will be allocated to this project from unallocated project savings.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Professional Engineering Services Agreement
2. Location Map

**Town Staff Recommendation:**

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the design and modification of a Traffic Signal at Dallas North Tollway and Frontier Parkway.

**Proposed Motion:**

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to the design and modification of a Traffic Signal at Dallas North Tollway and Frontier Parkway.



**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC  
FOR THE PREPARATION OF PS&E FOR TEMPORARY TRAFFIC SIGNAL MODIFICATION AND PERMANENT  
TRAFFIC SIGNAL INSTALLATION AT DALLAS PARKWAY AND FRONTIER PARKWAY  
PROJECT No. 2317-TR**

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

**WITNESSETH:**

**WHEREAS**, Town desires to obtain professional engineering services in connection with the **Preparation of PS&E for Temporary Traffic Signal Modification and Permanent Traffic Signal Installation at Dallas Parkway and Frontier Parkway Project (2317-TR)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of **Eighty Three Thousand and Zero Dollars (\$83,000)** for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred,

if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

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

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

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

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](mailto:MCanizares@prospertx.gov)

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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**

By:



Signature

Dharmesh Shah, PE, PTOE

Printed Name

Vice President

Title

Vice President

Date

**TOWN OF PROSPER, TEXAS**

By:

Signature

Mario Canizares

Printed Name

Town Manager

Title

Date

**EXHIBIT A  
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC  
FOR THE PREPARATION OF PS&E FOR TEMPORARY TRAFFIC SIGNAL MODIFICATION AND PERMANENT  
TRAFFIC SIGNAL INSTALLATION AT DALLAS PARKWAY AND FRONTIER PARKWAY  
PROJECT No. (2317-TR)**

**I. PROJECT DESCRIPTION**

**THE PREPARATION OF PS&E FOR TEMPORARY TRAFFIC SIGNAL MODIFICATION AND PERMANENT  
TRAFFIC SIGNAL INSTALLATION AT DALLAS PARKWAY AND FRONTIER PARKWAY**

**II. TASK SUMMARY**

Task 1    Dallas Pkwy at Frontier Pkwy Temporary Traffic Signal Modification Design Plans  
             Dallas Pkwy at Frontier Pkwy Permanent Traffic Signal Installation Design Plans

Task 2    TDLR Filing and Accessibility Review of Pedestrian Infrastructure

Task 3    Bid and Construction Phase Services / Additional Services

**III. DELIVERABLES**

Task 1 - Design Plans for Installing Temporary and Permanent Traffic Signal Installations

Task 2 – TDLR Filing, Review Documents

Task 3 - Bid and Construction Phase Services / Meeting Notes, Response to RFIs, Record Drawings  
                                 One (1) 22x34 bond copy of the record drawings  
                                 One (1) 22x34 mylar copy of the record drawings  
                                 One (1) PDF copy of each sheet of the record drawings  
                                 One (1) DWG of the record drawings base map

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN THE TOWN OF PROSPER, TEXAS, AND LEE ENGINEERING, LLC  
FOR THE PREPARATION OF PS&E FOR TEMPORARY TRAFFIC SIGNAL MODIFICATION AND PERMANENT  
TRAFFIC SIGNAL INSTALLATION AT DALLAS PARKWAY AND FRONTIER PARKWAY  
PROJECT No. (2317-TR)**

**I. COMPENSATION SCHEDULE**

<b>Task</b>	<b>Completion Schedule</b>	<b>Compensation Schedule</b>
Notice-to-Proceed	November, 2023	
<u>Task 1</u> - Dallas Pkwy at Frontier Pkwy Temporary Traffic Signal Modification Design Plans	April, 2024	\$64,500
Dallas Pkwy at Frontier Pkwy Permanent Traffic Signal Installation Design Plans		
<u>Task 2</u> - TDLR Filing and Accessibility Review of Pedestrian Infrastructure	May, 2024	\$9,000
<u>Task 3</u> - Bid and Construction Phase Services /	December, 2024	\$8,000
Expense	December 2024	\$1,500
<b>Total Compensation</b>		<b>\$83,000</b>

**II. COMPENSATION SUMMARY**

<b>Basic Services (Lump Sum)</b>	<b>Amount</b>
<u>Task 1</u> - Dallas Pkwy at Frontier Pkwy Temporary Traffic Signal Modification Design Plans	\$64,500
Dallas Pkwy at Frontier Pkwy Permanent Traffic Signal Installation Design Plans	
<u>Task 2</u> - TDLR Filing and Accessibility Review of Pedestrian Infrastructure	\$9,000
<b>Total Basic Services:</b>	<b>\$73,500</b>

<b>Special Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
<u>Task 3</u> - Bid and Construction Phase Services	\$8,000
<b>Total Special Services</b>	<b>\$8,000</b>

<b>Direct Expenses</b>	<b>Amount</b>
Expenses	\$1,500
<b>Total Direct Expenses:</b>	<b>\$1,500</b>

## 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.

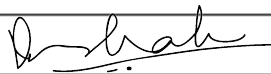
Certificate holder to be listed as follows:

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



# EXHIBIT E

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></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>		<b>OFFICE USE ONLY</b>  Date Received
<b>1 Name of vendor who has a business relationship with local governmental entity.</b>  <div style="text-align: center;">Lee Engineering, LLC</div>	<b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (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.)	
<b>3 Name of local government officer about whom the information is being disclosed.</b>  <div style="text-align: center;">N/A</div> <div style="text-align: center; font-size: small;">Name of Officer</div>		
<b>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.</b>  <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No         </div> </div> <div style="margin-top: 20px;"> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes           <input checked="" type="checkbox"/> No         </div> </div>		
<b>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.</b>  <div style="text-align: center; margin-top: 20px;">N/A</div>		
<b>6</b> <input type="checkbox"/> <b>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).</b>		
<b>7</b>  Signature of vendor doing business with the governmental entity		<b>October 16, 2023</b> Date

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

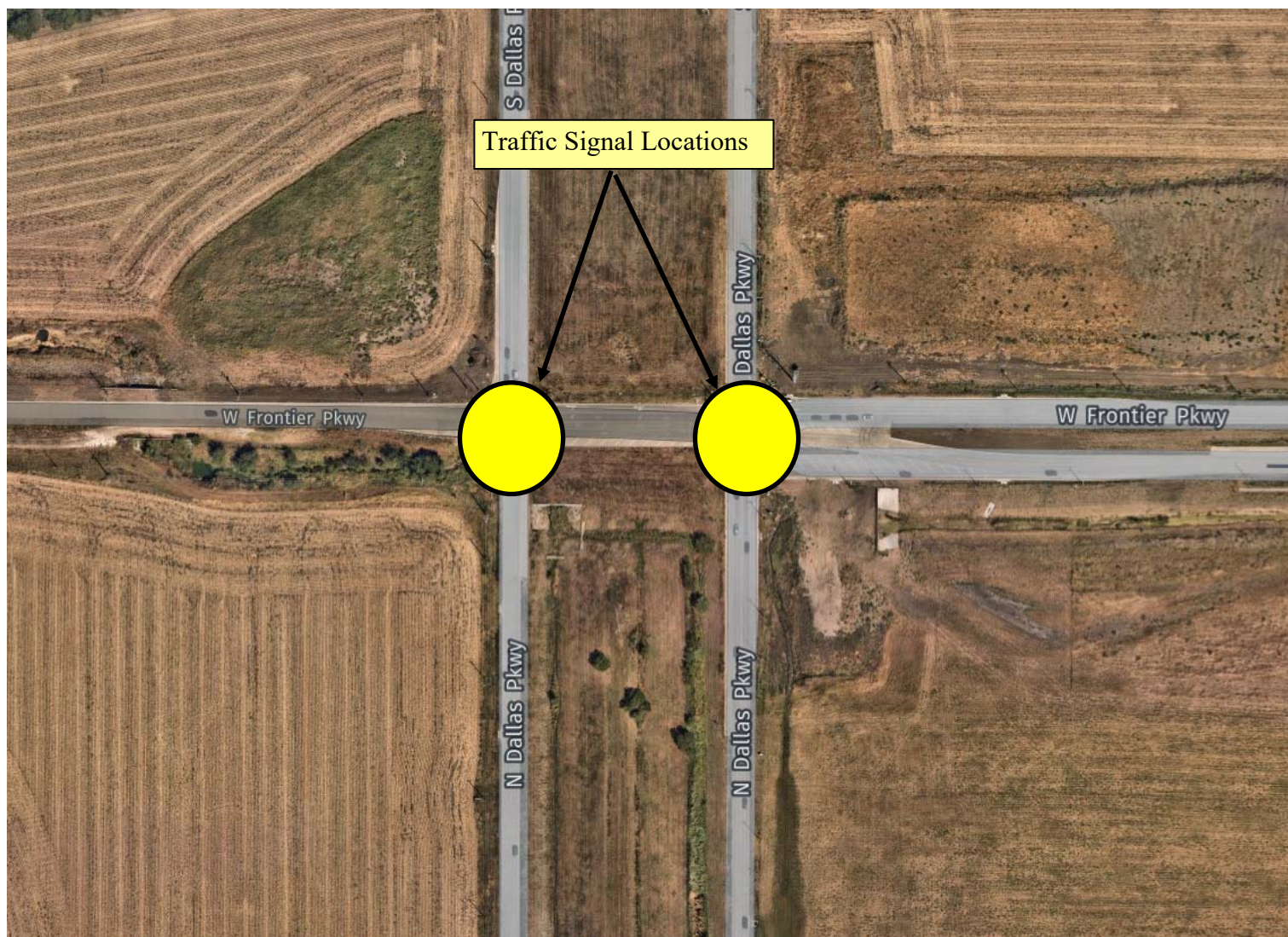
Revised 11/30/2015



## LOCATION MAP



Traffic Signal –DNT/Frontier Parkway





## PLANNING

**To: Mayor and Town Council**

**From: David Hoover, Director of Development Services**

**Through: Mario Canizares, Town Manager**

**Re: Notice of Appeals**

**Town Council Meeting – October 24, 2023**

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

**Agenda Item:**

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans including Preston 48 Addition and Teel Plaza 1.

**Description of Agenda Item:**

Attached are the Site Plans that were acted on by the Planning & Zoning Commission at their meeting on October 3, 2023. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Site Plans and Preliminary Site Plans acted on by the Planning & Zoning Commission.

**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.

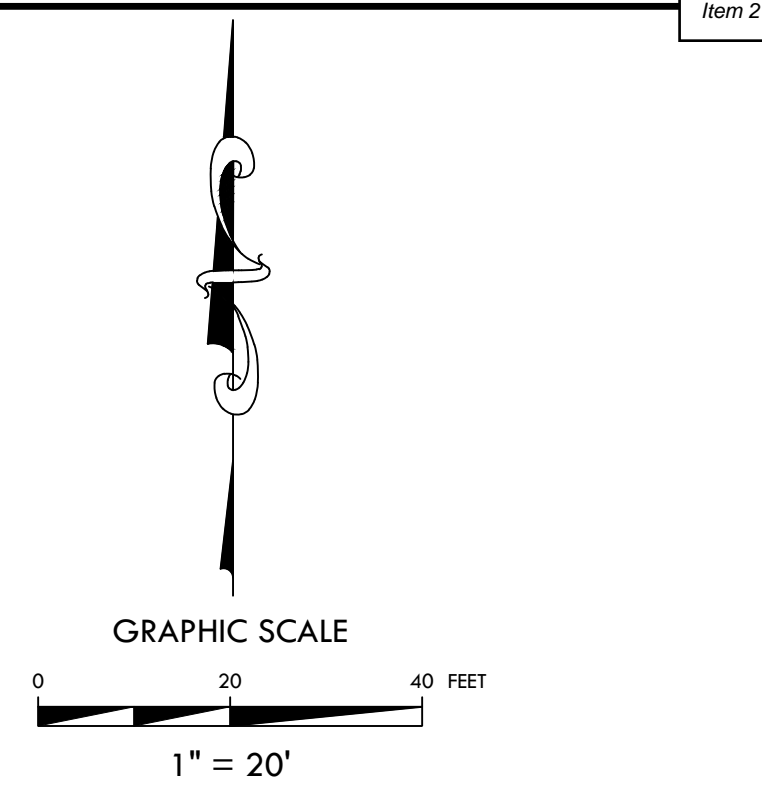
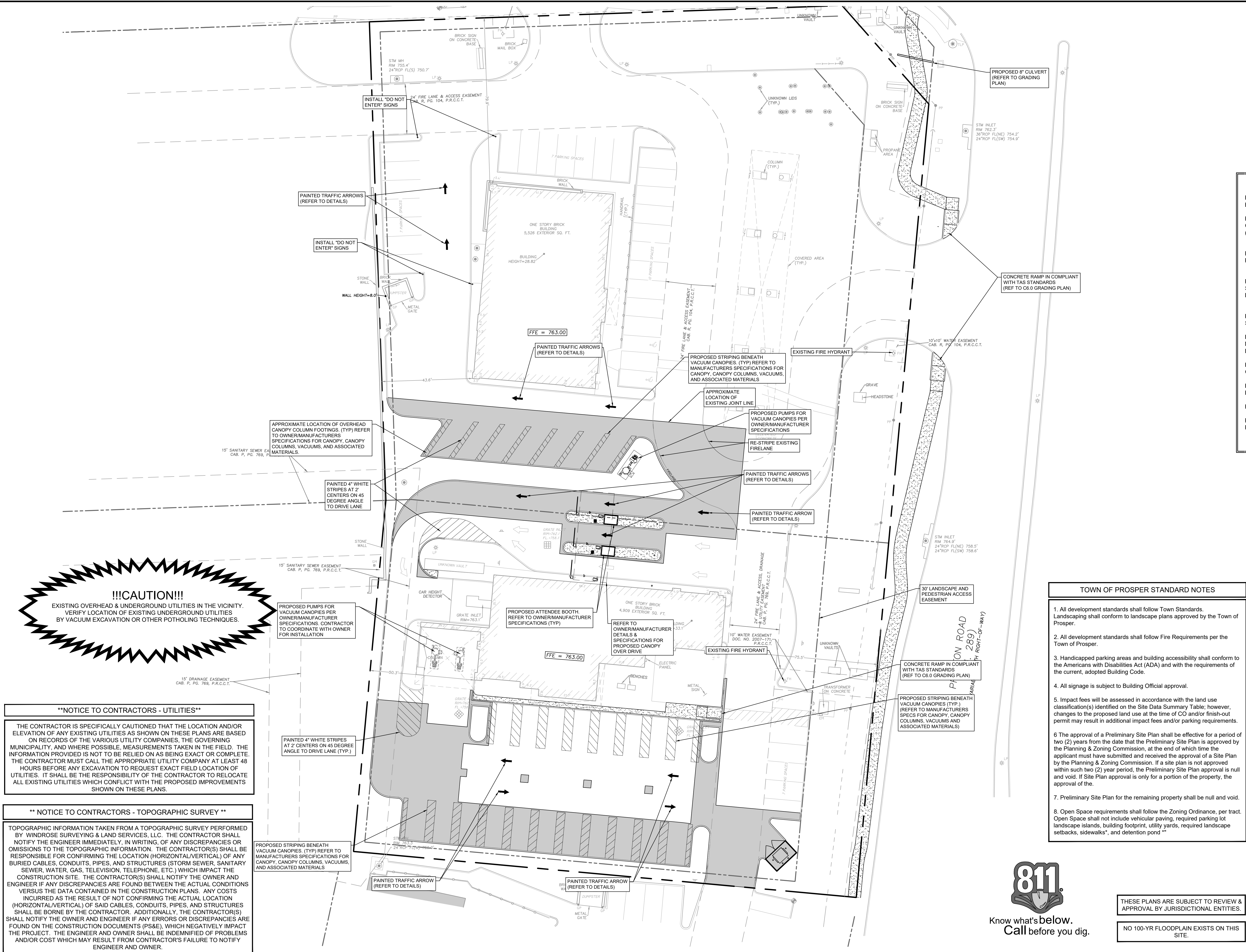
**Attached Documents:**

1. DEVAPP-23-0075 – Preston 48 Addition (Approved 6-0)
2. DEVAPP-23-0160 – Teel Plaza 1 (Approved 6-0)

**Town Staff Recommendation:**

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





LEGEND	
PROPOSED FACE AND BACK OF CURB	
PROPOSED 7" THICK CONCRETE PAVEMENT (REF. TO DETAILS)	
PROPOSED 4" WHITE PAVEMENT STRIPING	
PROPOSED CONCRETE SIDEWALK (REFER TO DETAILS)	
PROPOSED FIRE LINE STRIPING	FIRELINE
PAINTED PAVEMENT MARKINGS (REFER TO DETAIL)	
PROPOSED AUTOMATIC GATE*	
PROPOSED LICENSE PLATE READER*	
PROPOSED PAY BOOTH*	
PROPOSED LICENSE PLATE READER*	
*REFER TO OWNER/MANUFACTURE SPECEIFICATIONS	

TOWN OF PROSPER STANDARD NOTES	
1. All development standards shall follow Town Standards. Landscaping shall conform to landscape plans approved by the Town of Prosper.	
2. All development standards shall follow Fire Requirements per the Town of Prosper.	
3. Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.	
4. All signage is subject to Building Official approval.	
5. Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.	
6 The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the.	
7. Preliminary Site Plan for the remaining property shall be null and void.	
8. Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks", and detention pond "	

Date	Description	No.
Revisions		

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, AGENCY APPROVAL, AND COMMENT UNDER THE AUTHORITY OF CARTER P. DELLENEY, P.E. REGISTRATION No. 95239, ON 09/26/23 THIS DOCUMENT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES

**LANGAN**  
Langan Engineering and Environmental Services, Inc.  
1101 ESE Loop 323, Suite 101  
Tyler, TX 75701  
T: 903.324.8400      www.langan.com  
TBPE FIRM REG. #F-13709

**CAR WASH REMODEL - PROSPER, TX**  
PRESTON 48 ADDITION, BLK A, LOT 3R  
TOWN OF PROSPER  
CASE #: DEVAPP-23-0075  
COLLIN COUNTY TEXAS  
Drawing Title

**SITE PLAN**

Project No.	532025801	Drawing No.	C4.0
Date	SEPTEMBER, 2023		
Drawn By	SJB		
Checked By	MSH		

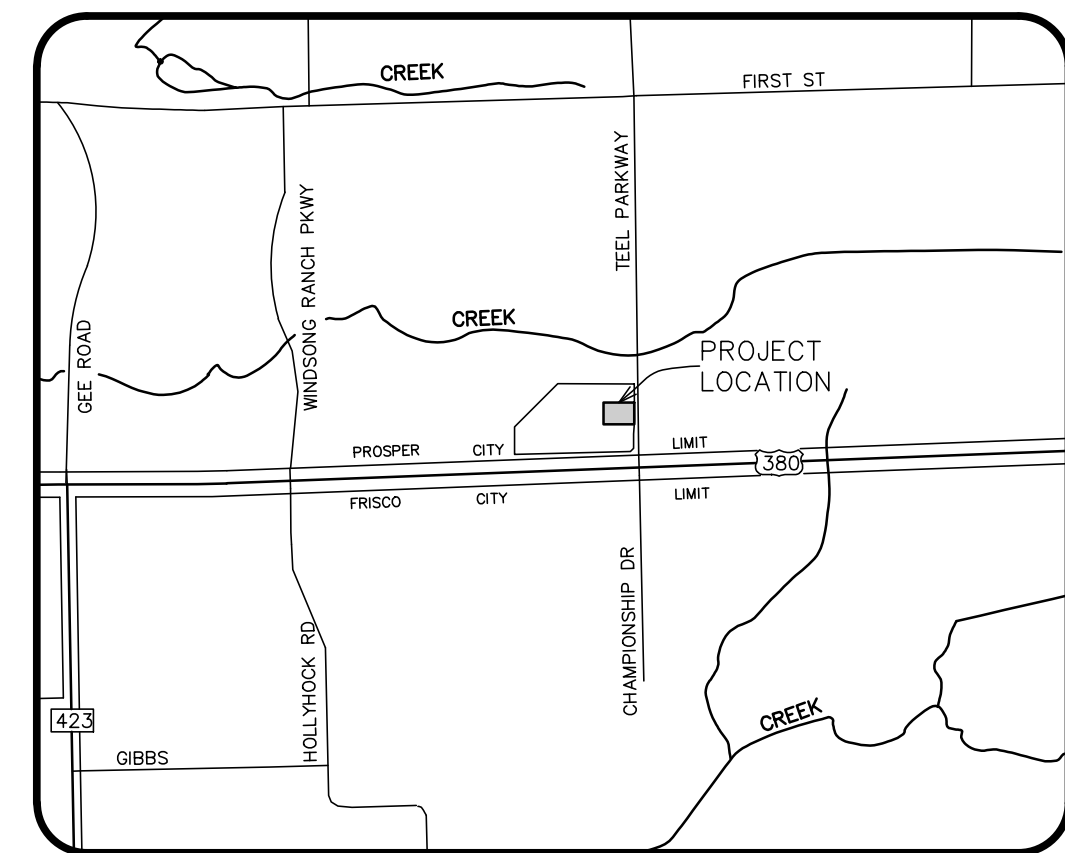
THESE PLANS ARE SUBJECT TO REVIEW & APPROVAL BY JURISDICTIONAL ENTITIES.

NO 100-YR FLOODPLAIN EXISTS ON THIS SITE.



Know what's below.  
Call before you dig.





Vicinity Map  
NTS

#### Town of Prosper Site Plan Notes:

- Dumpsters and trash compactors shall be screened per the Zoning Ordinance.
- Open storage, where permitted, shall be screened per the Zoning Ordinance.
- Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
- Landscape shall conform to landscape plans approved by the Town.
- All elevations shall comply with the standards contained within the Zoning Ordinance.
- Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
- Occupant notification per this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement or modification of the existing fire alarm system, or as required by the Fire Code Official, for all buildings or spaces provided with an approved automatic sprinkler system.
- Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
- Two points of access shall be maintained for the property at all times.
- Speed bumps/humps are not permitted within a fire lane.
- Fire lanes shall be provided within 150 feet of all exterior walls of any building for hose lay requirements. Amendment 503.1.1
- The fire lane shall be a minimum of 24 feet wide. Amendment 503.2.1
- Buildings more than 30 feet in height are required to have a minimum of a 26-foot wide fire lane in the immediate vicinity for firefighting operations of the building. One of the 26-foot wide fire lanes shall be located a minimum of 15 feet from the building and no more than 30 feet. Appendix D105
- The inside turning radius of the 24-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
- The inside turning radius of the 26-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
- Dead-end fire lanes are only permitted with approved hammerheads.
- Fire hydrants shall be provided at the entrances and intersections. Amendment 507.5.1
- As properties develop, fire hydrants shall be located at all intersecting streets and the maximum spacing shall be every 300 feet (300') for all developments, and facilities other than R3, R-3 developments shall be every 500 feet (500'). Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from hydrant-to-hydrant, not as the "crow flies" Amendment 507.5.1
- Fire department connection (FDC) for the fire sprinkler system shall be located within 50 feet of a fire hydrant and 50 feet of a fire lane. 5" Storz, 30-degree downward turn with locking cap. Amendment 507.5.1
- Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire lane and shall not be located in the bulb of a cul-de-sac. Amendment 507.5.1
- There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Amendment 507.5.1
- A minimum 10-foot unobstructed width shall be provided around a building for adequate Fire Department access. A continuous row of parking and landscaping shall be considered a barrier. Amendment 503.1.1
- The maximum dead-end cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersection street to the center point of the radius. Amendment 503.1.5
- One-and-two-family dwellings automatic fire systems. Automatic fire protection systems per NFPA 13D or NFPA 13R shall be provided in all one-and two-family dwellings with a conditioned floor area of 5,500 square feet (511 m2) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty-five feet (35') from grade. IRC-2015 Amendment R313.2
- Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
- All signage is subject to Building Official approval.
- All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
- All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets and barrier-free ramps at all curb crossings shall be provided per Town Standards.
- Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Services Department.
- Site Plan Approval is required before the grading release.
- All new electrical lines shall be installed and/or relocated underground.
- All mechanical equipment shall be screened from public view per the Zoning Ordinance.
- All landscape easements must be exclusive of any other type of easement.
- Impact fees will be assessed per the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- The approval of a Site Plan shall be effective for eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the Site Plan approval, together with any preliminary Site Plan for the property, is null and void.
- If restaurant use, and users to provide Grease Trap (min. 1,000 gallon) and sample well and permit with town.

#### LEGEND

- FIRELANE, ACCESS, DRAINAGE, & UTILITY EASEMENT BY OTHERS
- PROPOSED FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- PROPOSED SIDEWALK
- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIRSENG" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- GUY WIRE ANCHOR
- OVERHEAD POWER LINE
- CONTROL MONUMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT

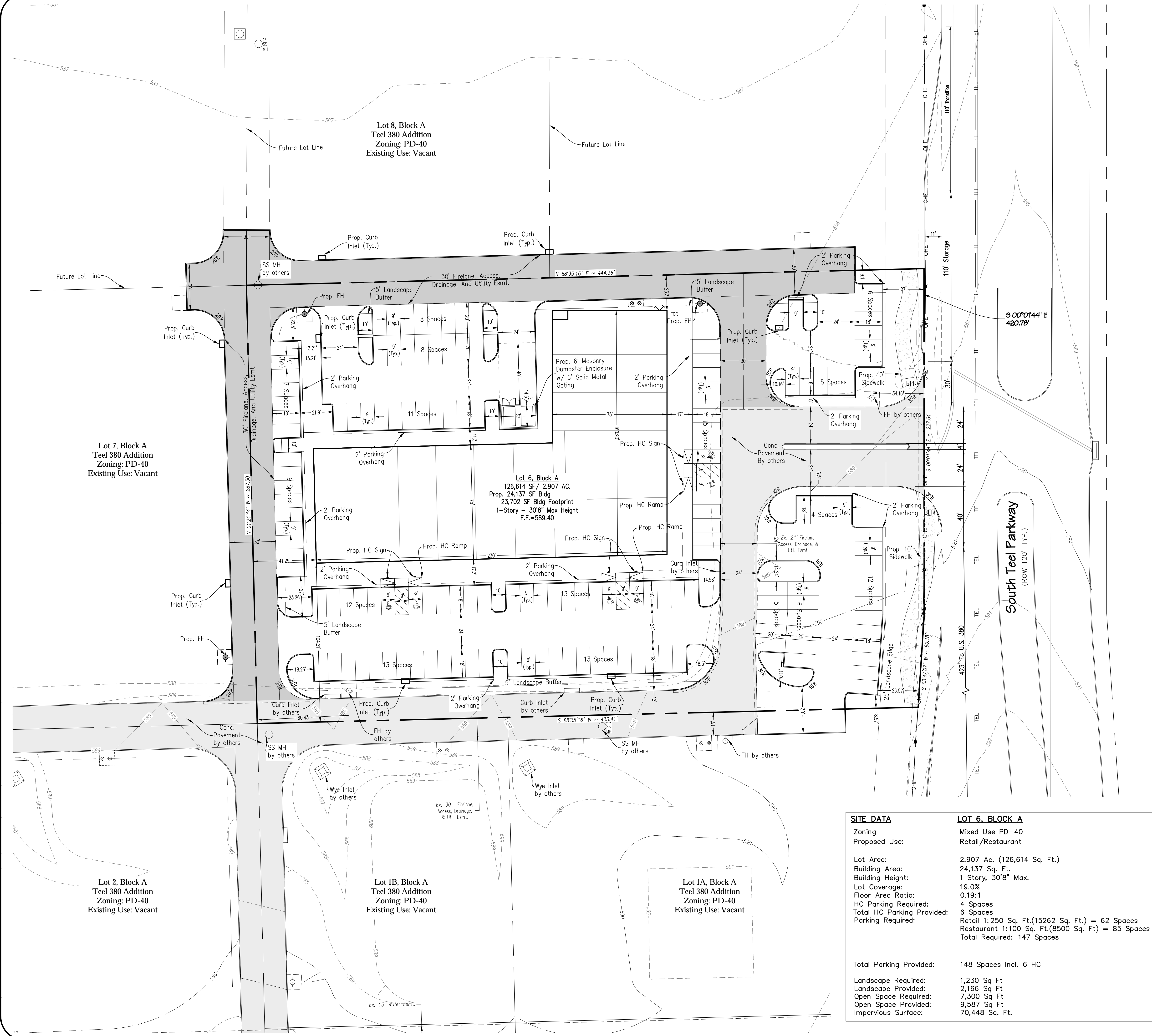
#### SITE PLAN (DEVAPP-23-0160)

## TEEL PLAZA 1

LOT 6, BLOCK A, TEEL 380 ADDITION  
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS  
C. SMITH SURVEY ABSTRACT NO. 1681  
126,614 Sq. Ft./2.907 Acres

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

OWNER/DEVELOPER  
Teel 380, LP  
8668 John Hickman Parkway  
Frisco, TX 75034  
Telephone: (972) 679-1918  
Contact: Shiva Konduru



#### SITE DATA

Zoning: Mixed Use PD-40  
Proposed Use: Retail/Restaurant  
Lot Area: 2,907 Ac. (126,614 Sq. Ft.)  
Building Area: 24,137 Sq. Ft.  
Building Height: 1 Story, 30'8" Max.  
Lot Coverage: 19.0%  
Floor Area Ratio: 0.19:1  
4 Spaces  
6 Spaces  
HC Parking Required: 62 Spaces  
Total HC Parking Provided: 85 Spaces  
Parking Required: 147 Spaces

Total Parking Provided: 148 Spaces Incl. 6 HC

Landscape Required: 1,230 Sq Ft  
Landscape Provided: 2,166 Sq Ft  
Open Space Required: 7,300 Sq Ft  
Open Space Provided: 9,587 Sq Ft  
Impervious Surface: 70,448 Sq. Ft.

#### LOT 6, BLOCK A

Mixed Use PD-40  
Retail/Restaurant  
2,907 Ac. (126,614 Sq. Ft.)  
24,137 Sq. Ft.  
1 Story, 30'8" Max.  
19.0%  
0.19:1  
4 Spaces  
6 Spaces  
Retail 1:250 Sq. Ft.(15262 Sq. Ft.) = 62 Spaces  
Restaurant 1:100 Sq. Ft.(8500 Sq. Ft.) = 85 Spaces  
Total Required: 147 Spaces



## PLANNING

**To: Mayor and Town Council**

**From: David Hoover, Director of Development Services**

**Through: Mario Canizares, Town Manager**

**Re: Specific Use Permit for Drive-Thru Restaurant**

**Town Council Meeting – October 24, 2023**

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

**Agenda Item:**

Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) for a new Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway. (ZONE-23-0013)

**Description of Agenda Item:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Planned Development - 69	Vacant	Tollway District
<b>North</b>	Celina	Celina	Celina
<b>East</b>	Planned Development - 69	Vacant	Tollway District
<b>South</b>	Commercial Corridor District	Vacant	Tollway District
<b>West</b>	Commercial District	Vacant	Tollway District

**Requested Zoning:**

Per Planned Development-69 (PD-69), the base zoning for this area is Retail District. A Specific Use Permit is required for drive-thru restaurants in Retail District zoning. The purpose of this request is to allow for construction of a new 4,117 square foot drive-thru restaurant as shown below:



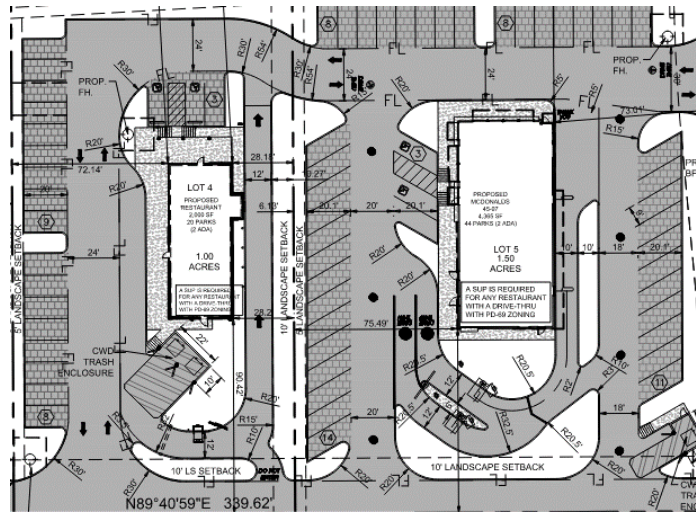
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**Comprehensive Factors:**

Per the Zoning Ordinance, all uses containing a drive-in or drive-thru shall be subject to the following landscaping standards:

*“A minimum ten-foot-wide landscape island shall be constructed around the outer edge of the drive-thru lane for a minimum distance to equal the length of stacking required for the drive-thru facility.”*

The applicant is requesting that the Specific Use Permit allow them to provide a ten-foot landscape buffer on the western property line in lieu of the required ten-foot-wide landscape island. Additionally, the proposed ten-foot landscape buffer would be inclusive of the neighboring property to the west. The proposed site would only provide five feet of the landscape buffer while the neighboring property would provide the other five feet. A Preliminary Site Plan of the location (D22-0098) was approved by the Planning & Zoning Commission on June 6, 2023. The proposed site and the neighboring property to the west on the approved Preliminary Site Plan are shown below:



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

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

Staff believes the applicant has not satisfied these criteria, specifically the mitigation of the impact on the surrounding area. However, staff recommends approval of the request subject to the applicant providing the required landscaping per the Town's Zoning Ordinance.

**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. Notification was provided as required by the Zoning Ordinance and state law. Staff has not received any response to the proposed zoning request to date.

**Attached Documents:**

1. Aerial and Zoning Maps
2. Survey
3. Site Plan
4. Landscape Plan
5. Façade Plan
6. Letter of Intent

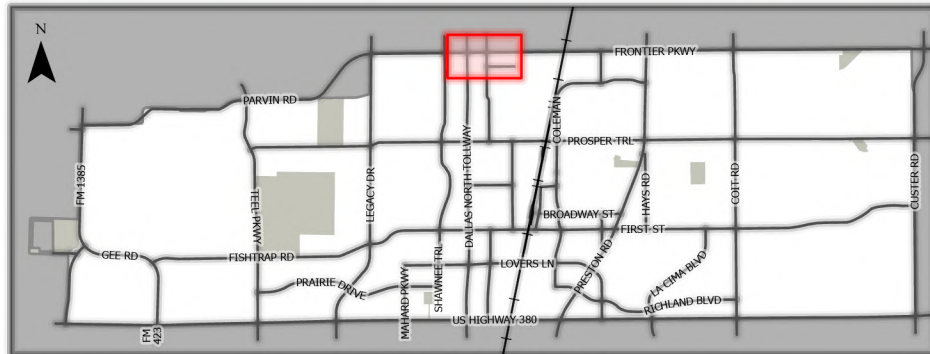
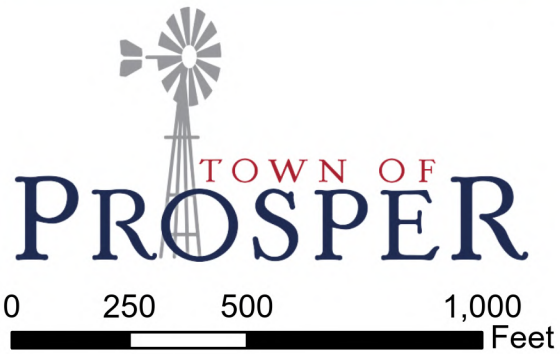
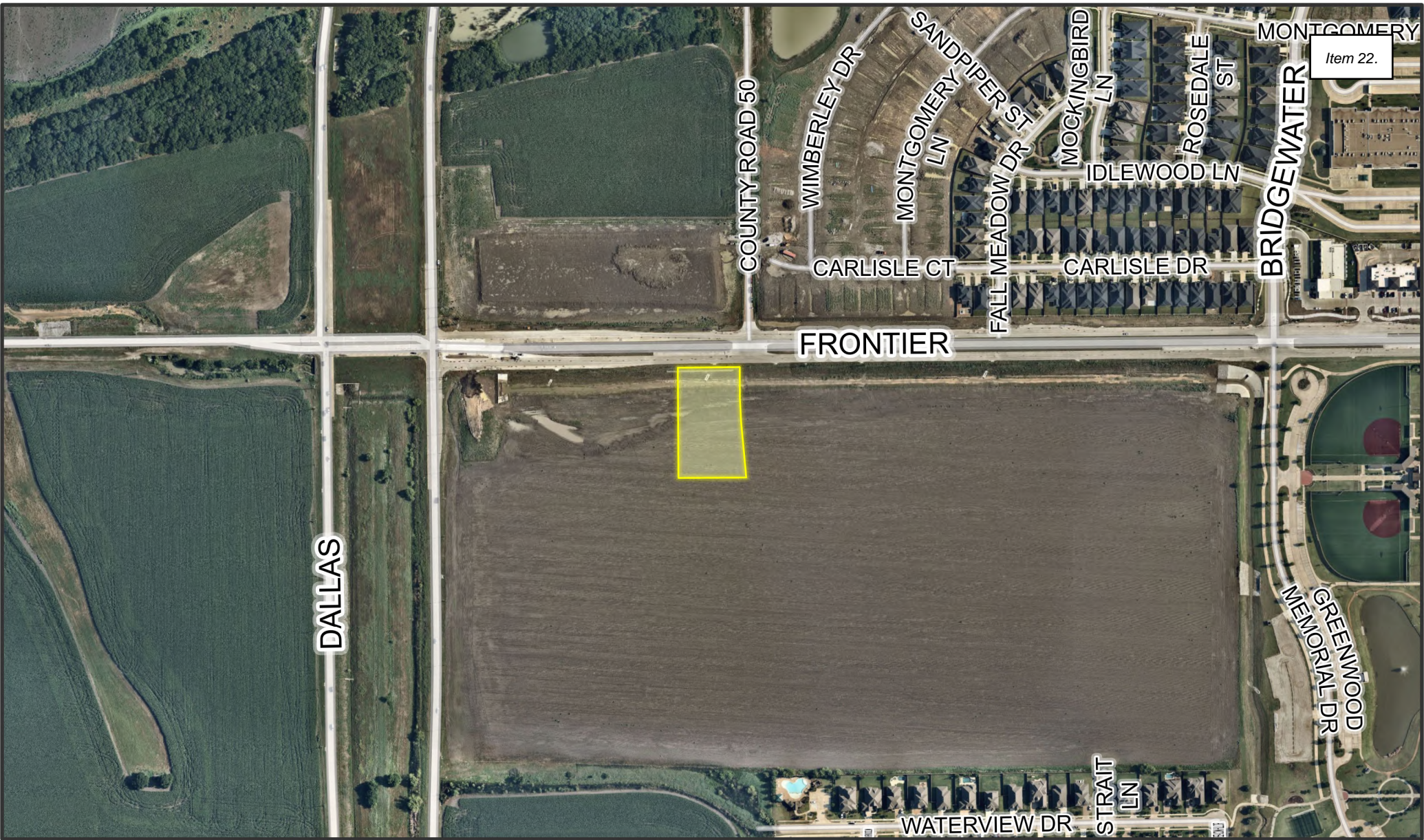
**Town Staff Recommendation:**

Town Staff recommends approval of the Specific Use Permit (SUP) request for a new Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway subject to the applicant providing the required landscaping per the Town's Zoning Ordinance. This Specific Use Permit request is not in compliance with the Town's landscaping requirements for drive-thru restaurants. Staff does not believe the applicant's proposal encompassing the neighboring property's landscape buffer into their proposed landscape buffer mitigates the nonconformity regarding the landscape island. The Planning & Zoning Commission recommended approval of this item (3-1) at their meeting on September 19, 2023.

**Proposed Motion:**

I move to approve/deny the request of the Specific Use Permit (SUP) request for a new Drive-Thru Restaurant, on 1.5± acres, located south of West Frontier Parkway and east of North Dallas Parkway.





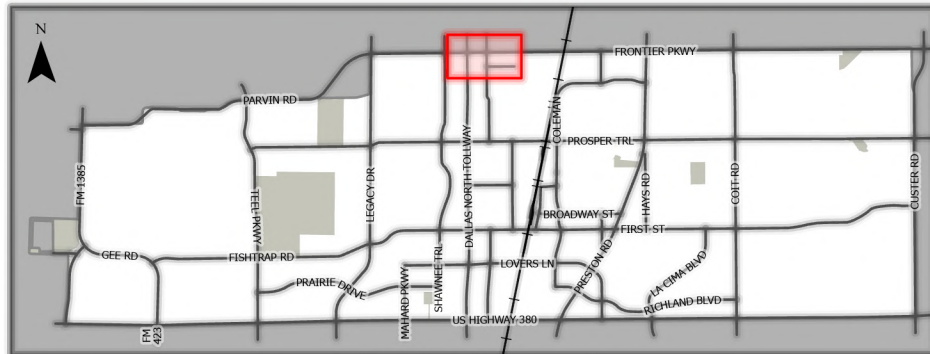
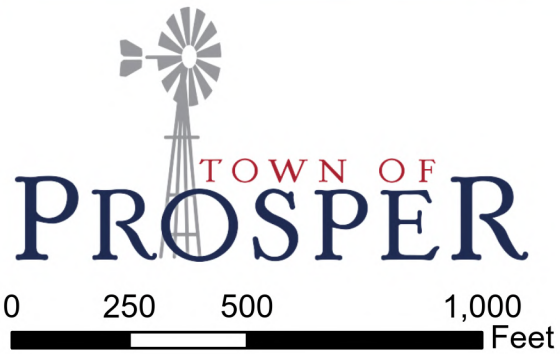
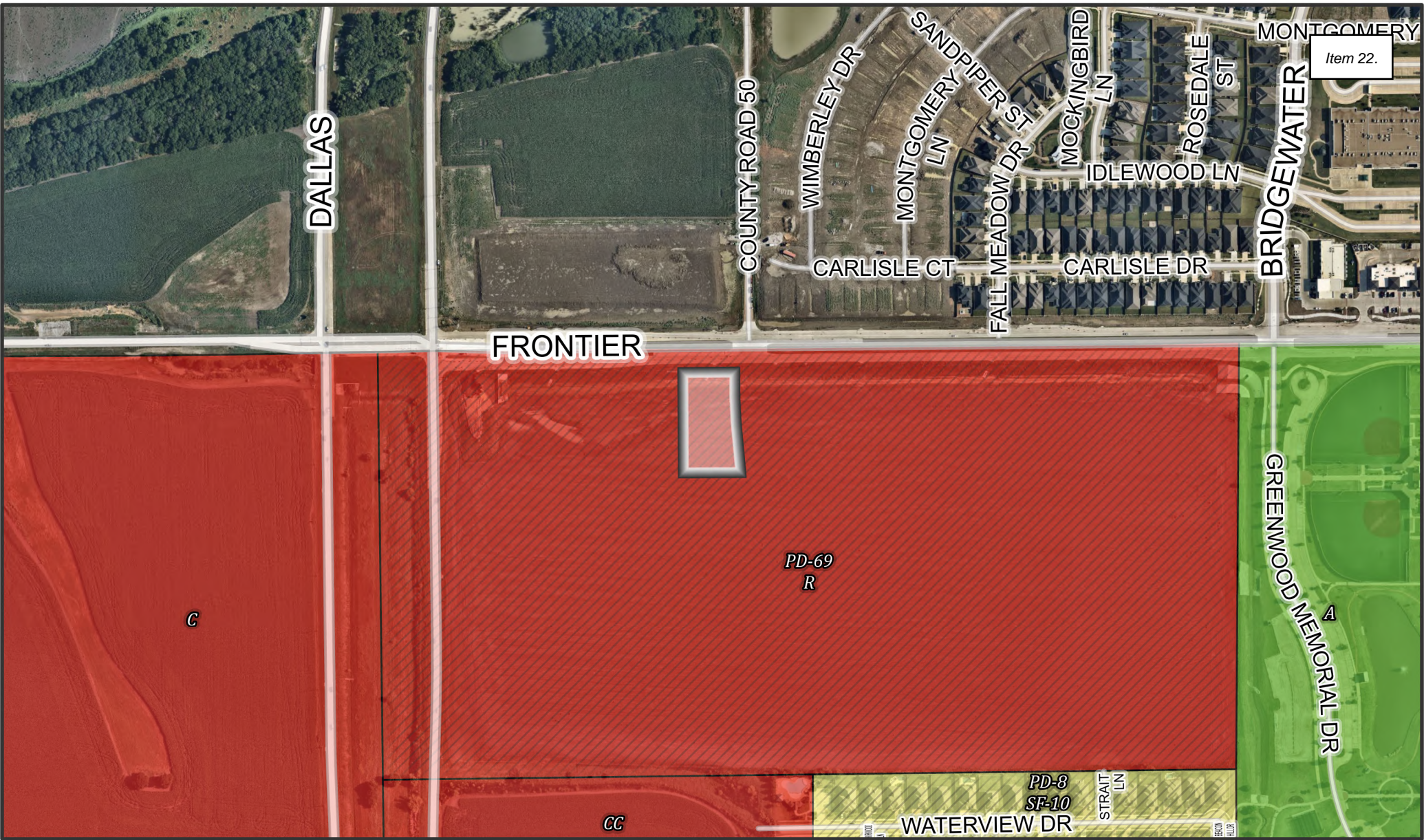
ZONE-23-0013

McDonald's

Specific Use Permit

This map for illustration purposes only





ZONE-23-0013

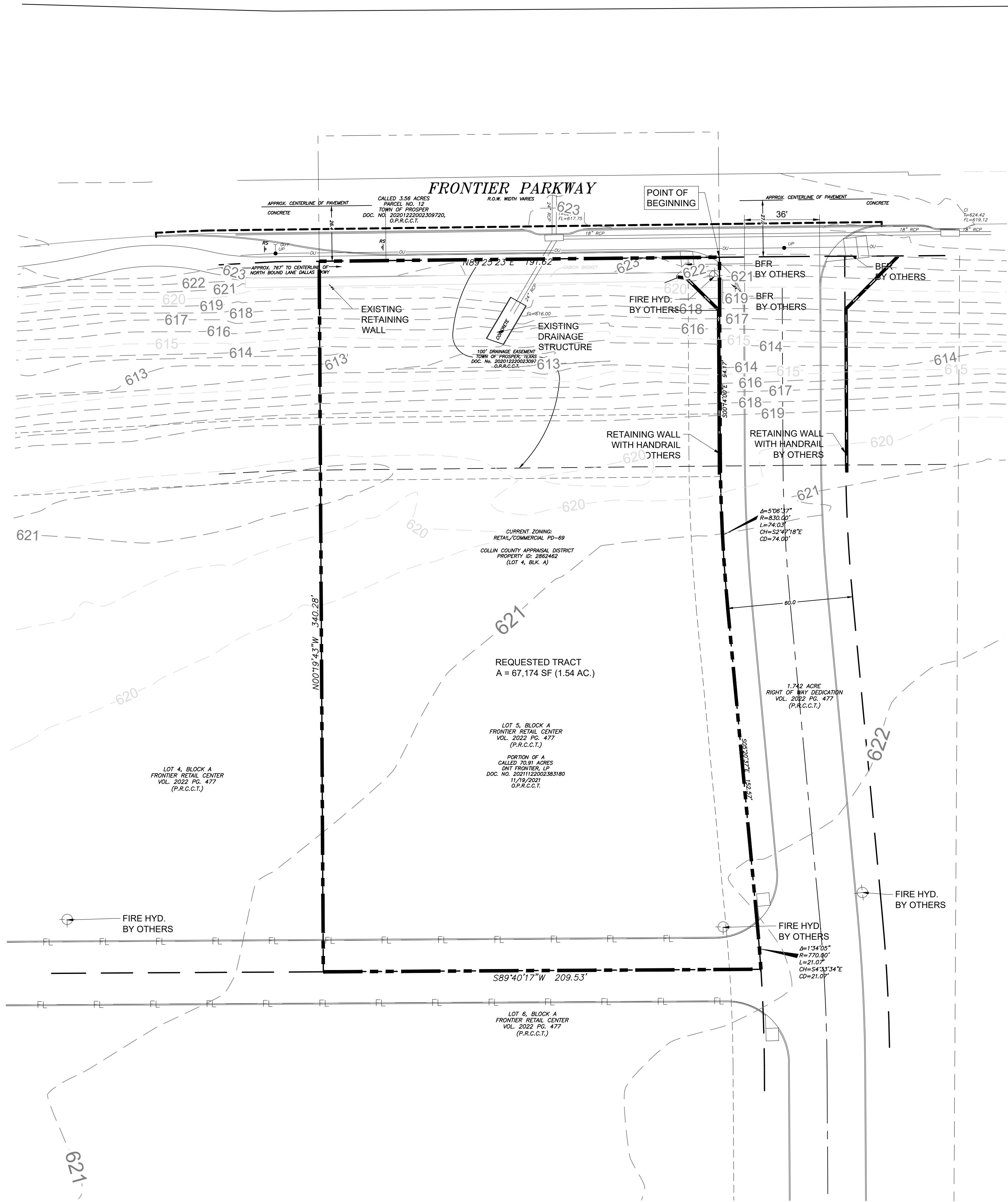
McDonald's

Specific Use Permit

This map for illustration purposes only



PLOTTED BY: DAN CABALLERO  
 PLOT DATE: 7/17/2023 5:32 PM  
 LOCATION: Z:\PROJECTS\PROJECTS\2022-029 HEB PROSPER\CADD\SHEETS\WDS PSP\EXH-A.DWG  
 LAST SAVED: 7/12/2023 10:24 AM



All that certain tract or parcel of land located in the Collin County School Land Survey, Section No. 12, Abstract No. 147, Town of Prosper, Collin County, Texas, and being a part of a called 70.91 acre tract described by deed to DNT Frontier, LP, dated November 19, and recorded in County Clerk's Document Number 20211122002383180 in the Official Public Records of Collin County, Texas, same being a part of Lot 5, Block A as shown on the Conveyance Plat of Frontier Retail Center recorded in Volume 2022 Page 477 in the Plat Records of Collin County, Texas and being more particularly described as follows:

**BEGINNING** at the northeast corner of the above referenced Lot 5, Block A, same being at the intersection of the south right of way line Frontier Parkway with the west right of way line of a called 1.742 acre right of way dedication as shown on the aforementioned Conveyance Plat;

**THENCE** South 00 deg. 14 min. 00 sec. East with the east line of said Lot 5 and with said west right of way line, a distance of 94.17 feet to a point for corner in same and being the beginning of a curve to the left;

**THENCE** continuing with said common line and along said curve to the left, having a Delta of 05 deg. 06 min. 37 sec., a Radius of 830.00 feet, a Chord which bears South 02 deg. 47 min. 18 sec. East – 74.00 feet, and an Arc length of 74.03 feet to a point for corner in same at the end of said curve,

**THENCE** South 05 deg. 20 min. 37 sec. East continuing with said common line, a distance of 152.57 feet to a point for corner in same and being the beginning of a curve to the right;

**THENCE** continuing with said common line and along said curve to the right, having a Delta of 01 deg. 34 min. 05 sec., a Radius of 770.00 feet, a Chord which bears South 04 deg. 33 min. 34 sec. East – 21.07 feet, and an Arc length of 21.07 feet to a point for corner at the southeast corner of said Lot 5, same being the easternmost northeast corner of Lot 6, Block A;

**THENCE** South 89 deg. 40 min. 17 sec. West with the south line of said Lot 5 and the north line of said Lot 5, a distance of 209.53 feet to a point for corner in same;

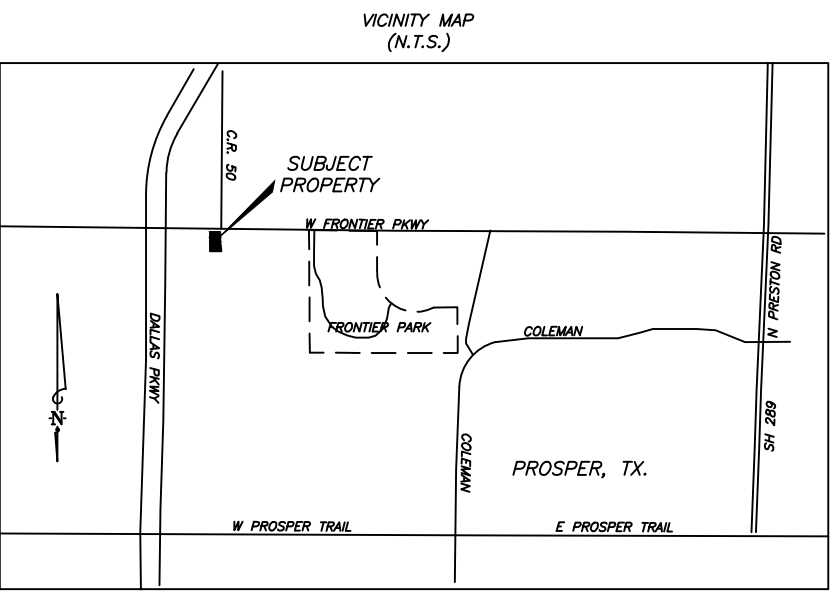
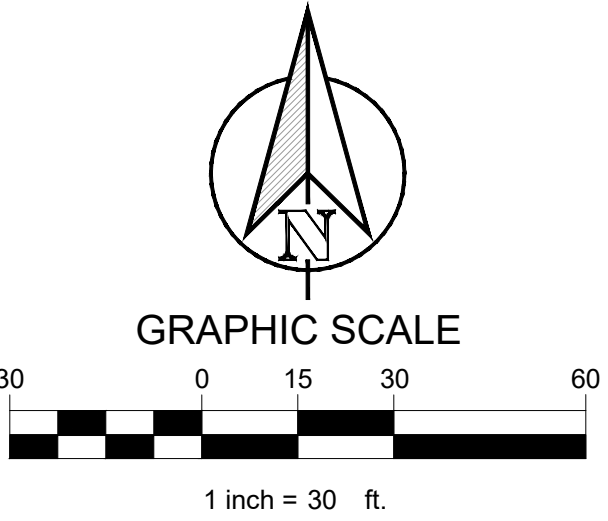
**THENCE** North 00 deg. 19 min. 43 sec. West across said Lot 5, a distance of 340.28 feet to a point corner in the north line of same and being in the south right of way line of said Frontier Parkway;

**THENCE** North 89 deg. 25 min. 23 sec. East with the north line of said Lot 5 and with said south right of way line, a distance of 191.62 feet to the **PLACE OF BEGINNING**, containing 1.542 acres (67,174 sq. ft.) of land.

EXHIBIT "A"		
PROPERTY BOUNDARY - McDONALDS TOWN CASE NO.: ZONE-23-0013		
OWNER: DNT FRONTIER, LP 4215 W LOVERS LANE, SUITE 250 DALLAS, TX 75209 PH: 817.201.6982		
CONTACT NAME: DAVID FOGEL		
APPLICANT/ENGINEER: CLAYMOORE ENGINEERING, INC. 301 S COLEMAN, SUITE 40 PROSPER, TX 75078 PH: 817.201.6982		
CONTACT NAME: MATT MOORE		
ARCHITECT JAW ARCHITECTS PH: 817.705.3387		
CONTACT NAME: JERAMY WILLIAMS		
LEGAL DESCRIPTION: BEING PART OF 70.91 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, COLLIN COUNTY, TEXAS ZONING: PLANNED DEVELOPMENT-69 (PD-69)		
CITY: TOWN OF PROSPER	STATE: TEXAS	
COUNTY COLLIN	SURVEY: COLLIN COUNTY SCHOOL	ABSTRACT NO. 147

DESIGN:	MAM
DRAWN:	DC
CHECKED:	MAM
DATE:	7/17/2023

SHEET	
EXH-A	
CASE NO.	Page 256



TEXAS REGISTRATION #14196
 

Item 22
 

1903 CENTRAL DRIVE, SUITE #406  
 BEDFORD, TX 76021

PRELIMINARY
 

FOR REVIEW ONLY  
 Not for construction purposes.

 CLAYMOORE ENGINEERING
 

ENGINEERING AND PLANNING CONSULTANTS

 Engineer: MATT MOORE
 

P.E. No. 98351 Date: 7/17/2023

FRONTIER RETAIL CENTER  
 BEING PART OF 70.91 ACRES OF LAND  
 OUT OF COLLIN COUNTY SCHOOL LAND  
 SURVEY, ABSTRACT NO. 147  
 PROSPER, TEXAS

PROPERTY BOUNDARY











CHRS DAVIS  
PLOTED BY: 8/29/2023 2:13 PM  
C:\USERS\LOGIC\EDG DROPBOX\EDG -- SHARED\2023\WCDONALDS\WCDONALDS 22X34 2023-07-14.DWG  
LOCATION: 8/29/2023 2:12 PM  
LAST SAVED:

PLANTING SPECIFICATIONS

GENERAL

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING.
  2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
  3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID NURSERY AND FLORAL CERTIFICATE ISSUED BY THE TEXAS DEPARTMENT OF AGRICULTURE, AS WELL AS OPERATE UNDER A COMMERCIAL PESTICIDE APPLICATOR LICENSE ISSUED BY EITHER THE TEXAS DEPARTMENT OF AGRICULTURE OR THE TEXAS STRUCTURAL PEST CONTROL BOARD.
  4. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTOR'S LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.
- B. SCOPE OF WORK
1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK, SPECIFIED HEREIN AND / OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
  2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
  3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

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

METHODS

- A. SOIL PREPARATION
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
  2. SOIL TESTING:
    - a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
    - b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
    - c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
    - d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, ANNUATE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
  3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
  4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
    - a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
      - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
      - ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
      - iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
    - b. TREES, SHRUBS, AND PERENNIALS: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
      - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
      - ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
      - iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
      - iv. IRON SULPHATE - 2 LBS. PER CU. YD.
  5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
    - a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +/-0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
    - b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
    - c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
    - d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
    - e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
    - f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
  6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 6" OF SOIL.

SUBMITTALS

1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
  2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE, PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
  3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE ACCESSORIES (IF ANY).
  4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.
- C. GENERAL PLANTING
1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
  2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
  3. TRENCHING NEAR EXISTING TREES:
    - a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS SCARIFY THE SIDES AND TIES, EDGING, AND LANDSCAPE ACCESSORIES (IF ANY).
    - b. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

TREE PLANTING

1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
  2. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.
  3. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
  4. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
  5. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
    - a. 1"-2" TREES TWO STAKES PER TREE
    - b. 2-1/2"-4" TREES THREE STAKES PER TREE
    - c. TREES OVER 4" CALIPER GUY AS NEEDED
    - d. MULTI-TRUNK TREES THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
    - e. #16 CONT. - 24" BOX TREES TWO STAKES PER TREE
    - f. 36"-48" BOX TREES THREE STAKES PER TREE
    - g. OVER 48" BOX TREES GUY AS NEEDED
    - h. MULTI-TRUNK TREES THREE STAKES PER TREE MINIMUM, QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE
  7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH THE WEED BARRIER CLOTH AND TOPDRESS WITH MULCH (TYPE AND DEPTH PER PLANS).
- E. SHRUB, PERENNIAL, AND GROUND COVER PLANTING
1. DIG THE PLANTING HOLES TWICE AS WIDE AND 2" LESS DEEP THAN EACH PLANT'S ROOTBALL. INSTALL THE PLANT IN THE HOLE. BACKFILL AROUND THE PLANT WITH SOIL AMENDED PER SOIL TEST RECOMMENDATIONS.
  2. INSTALL THE WEED BARRIER CLOTH, OVERLAPPING IT AT THE ENDS. UTILIZE STEEL STAPLES TO KEEP THE WEED BARRIER CLOTH IN PLACE.
  3. WHEN PLANTING IS COMPLETE, INSTALL MULCH (TYPE AND DEPTH PER PLANS) OVER ALL PLANTING BEDS, COVERING THE ENTIRE PLANTING AREA.
- F. SODDING
1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
  2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
  3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS. DO NOT OVERLAP. STAGGER JOINTS IN ADJACENT COURSES.
  4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNEATH.
  5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.

MULCH

1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES. EXCEPT AS MAY BE NOTED ON THESE PLANS, MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.

CLEAN UP

1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
2. DISPOSED LEGALLY OF ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.

INSPECTION AND ACCEPTANCE

1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
2. WHEN THE INSPECTION PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.

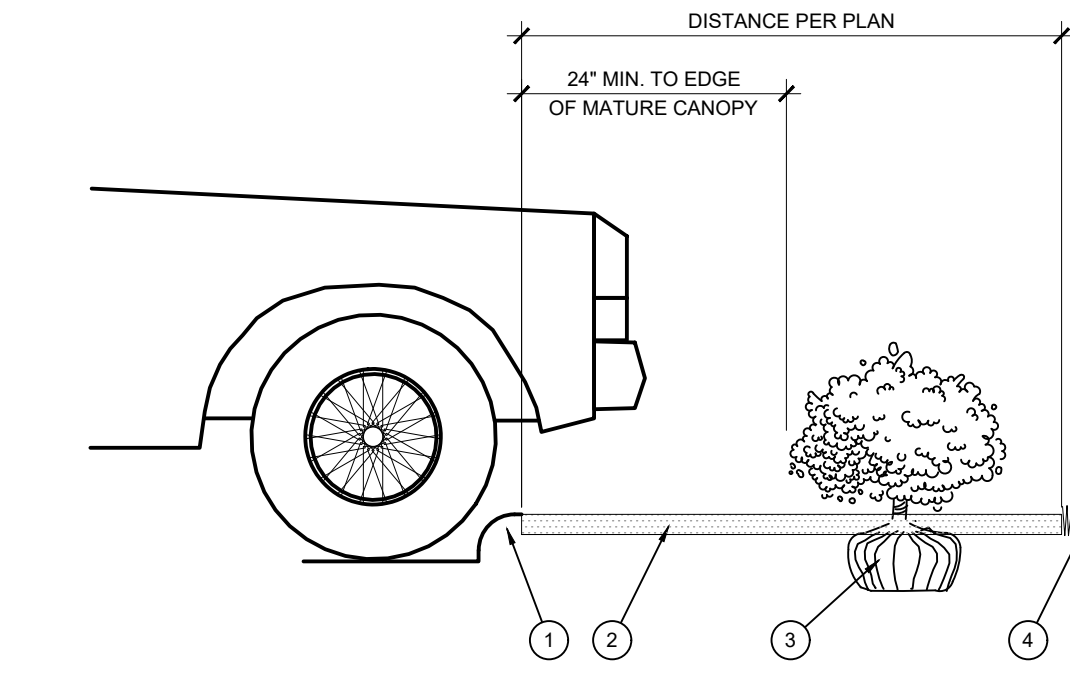
LANDSCAPE MAINTENANCE

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTling OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
  2. SHOULD SEED AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
  3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
    - a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
    - b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
    - c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEED (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
- WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
  2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS.

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

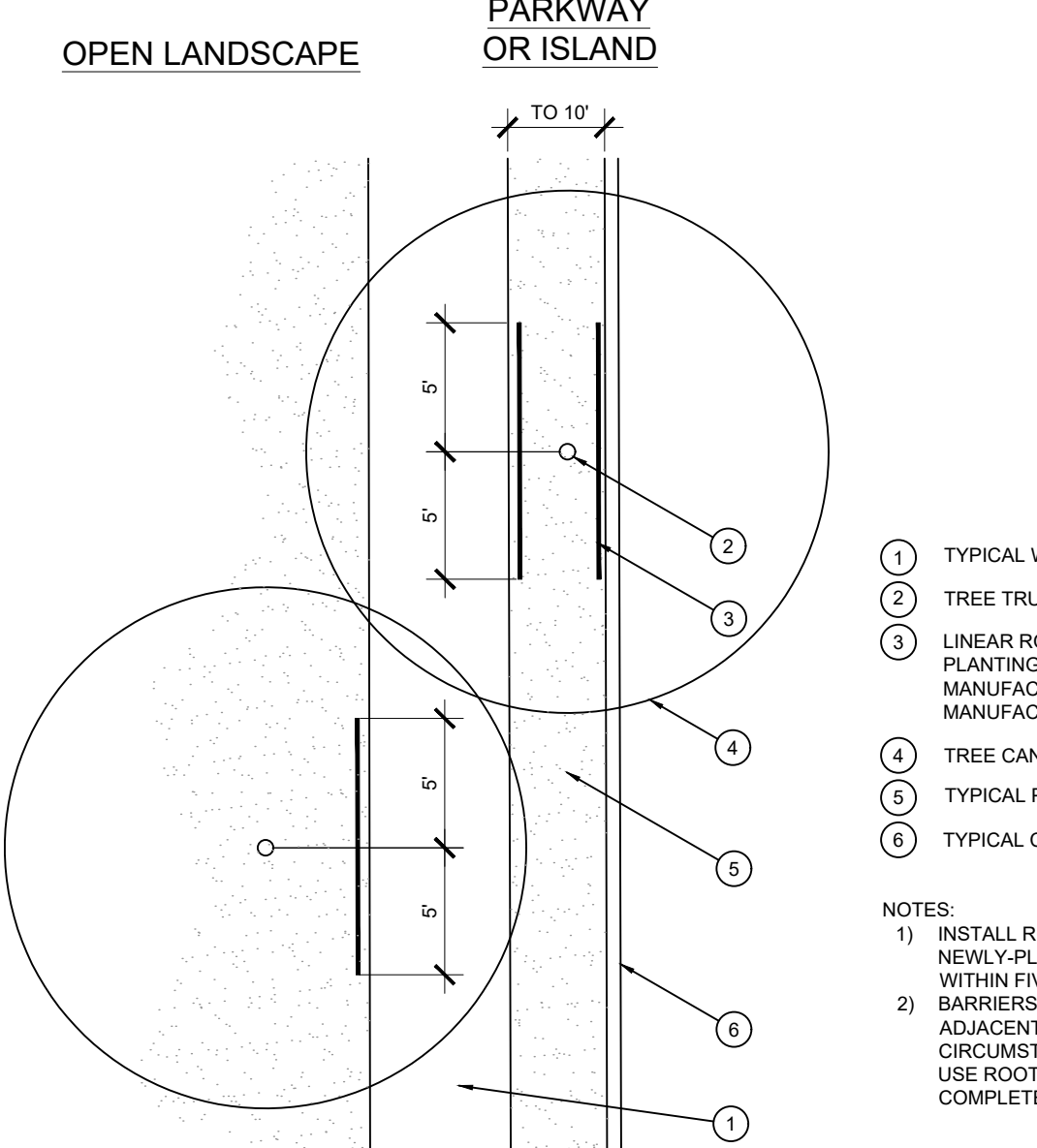
D STEEL EDGING

SCALE: NOT TO SCALE



E PLANTING AT PARKING AREA

SCALE: NOT TO SCALE

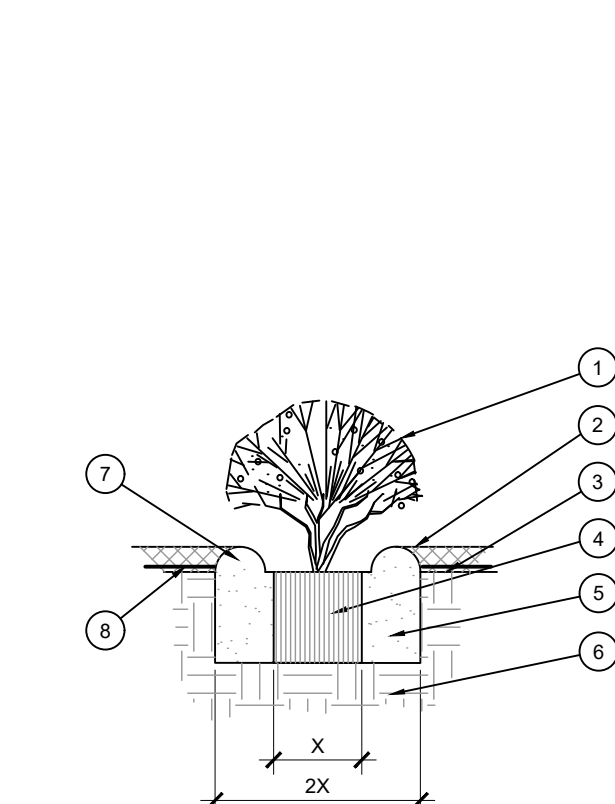


F ROOT BARRIER - PLAN VIEW

SCALE: NOT TO SCALE

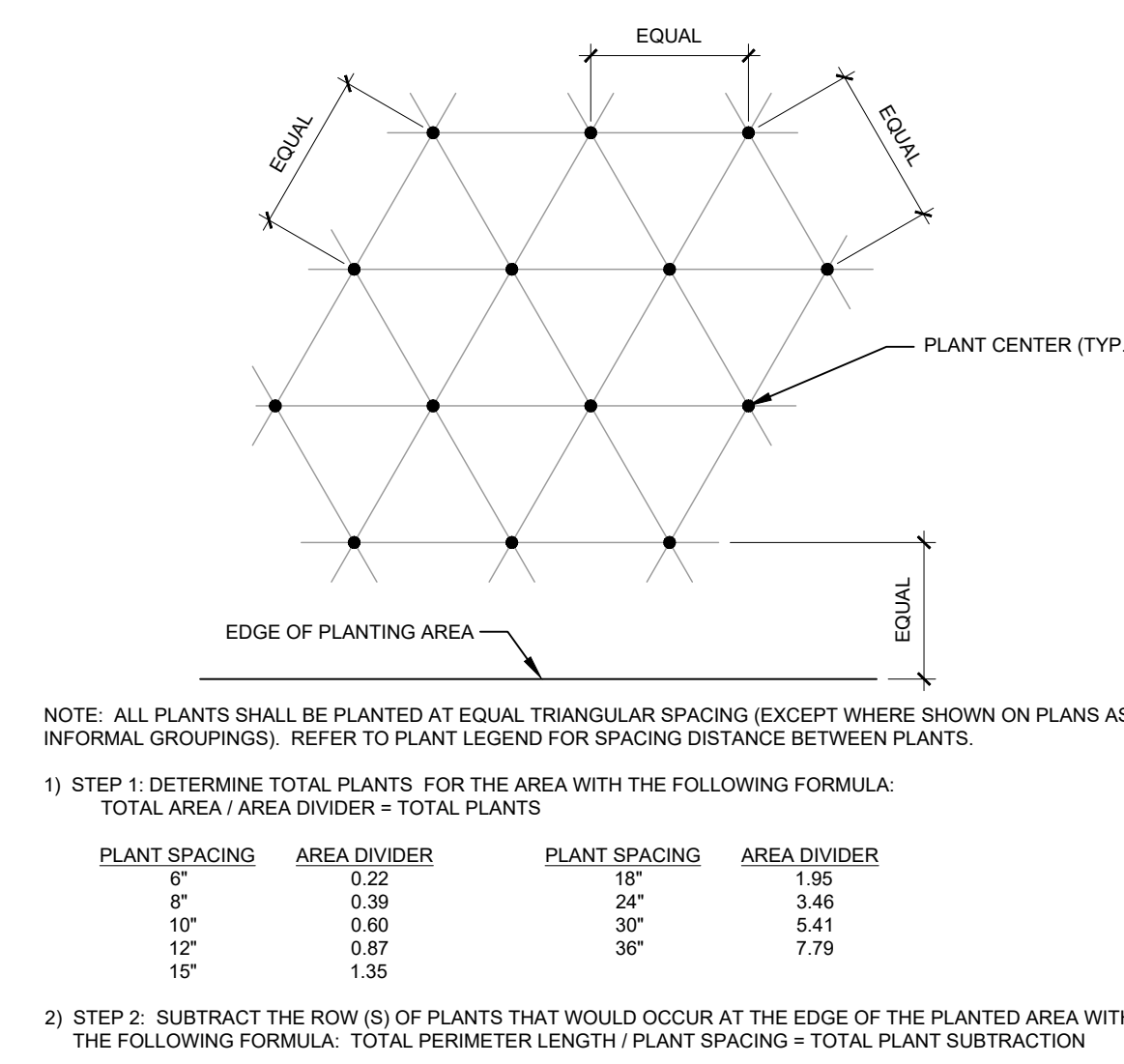
A TREE PLANTING

SCALE: NOT TO SCALE



B SHRUB AND PERENNIAL PLANTING

SCALE: NTS



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

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

PLANT SPACING	AREA DIVIDER	PLANT SPACING	AREA DIVIDER
6"	0.22	18"	1.95
8"	0.39	24"	3.46
10"	0.60	30"	5.41
12"	0.87	36"	7.79
15"	1.35		

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

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

C PLANT SPACING

SCALE: NTS

EVERGREEN DESIGN GROUP  
(800) 680-6630  
15455 Dallas Pkwy., Ste 600  
Addicks, TX 75001  
www.EvergreenDesignGroup.com

CLAY MOORE ENGINEERING  
Christopher B. Davis  
REGISTERED LANDSCAPE ARCHITECT  
EXPIRATION DATE: 06/04/2023  
STATE OF TEXAS

FRONTIER RETAIL CENTER  
BEING PART OF 70.91 ACRES OF LAND  
OUT OF COLLIN COUNTY SCHOOL LAND  
SURVEY, ABSTRACT NO. 147  
PROSPER, TEXAS

BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83/2011) EPOCH2013) NORTH CENTRAL ZONE 4202) USING TOWN OF PROSPER GEODETIC CONTROL MONUMENTS 3 AND 5.

GPS-3	N 7141040.803	E 2487071.977	ELEV. 615.09
GPS-5	N 7144654.054	E 2482551.252	ELEV. 704.95

ITEM #1:  
74' CUT IN INLET ON THE EAST SIDE OF DALLAS NORTH TOLLWAY NORTHBOUND SERVICE ROAD, APPROXIMATELY 146 FEET SOUTH OF FRONTIER PARKWAY CENTERLINE.  
N 7145338.56  
E 2482444.24  
ELEV. 619.13

DESIGN: CBD  
DRAWN: CBD  
CHECKED: CBD  
DATE: 06/04/2023  
SHEET  
C  
CASE NO. Page 259



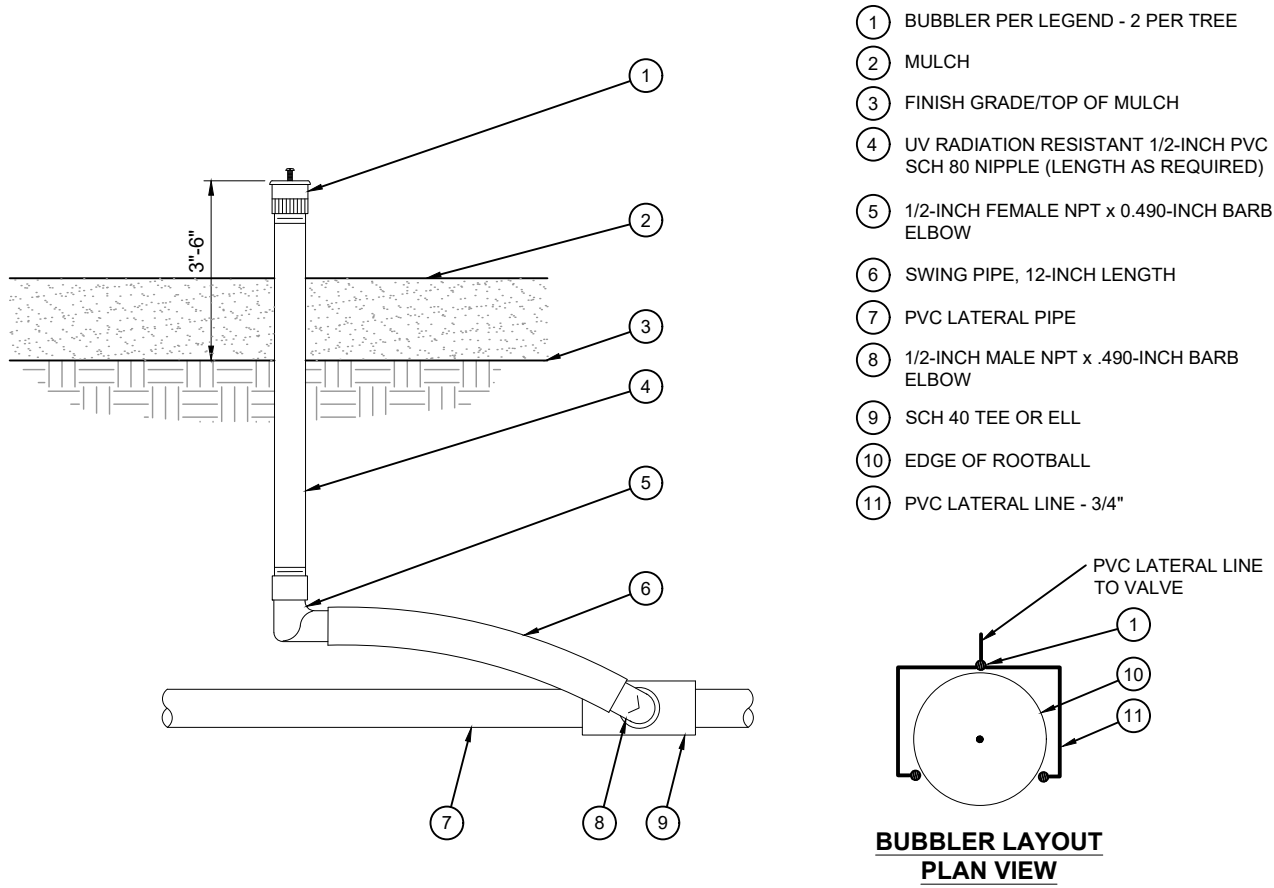




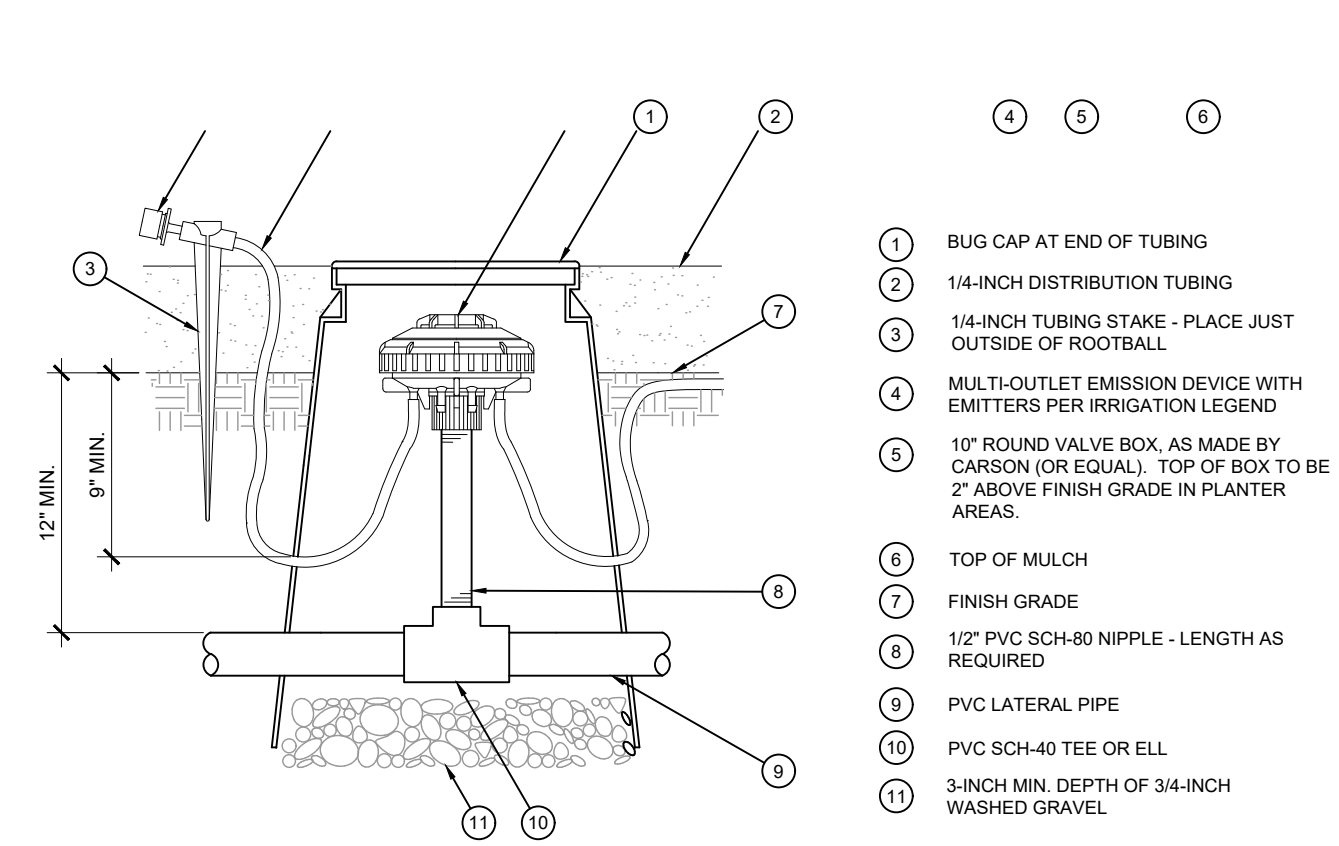




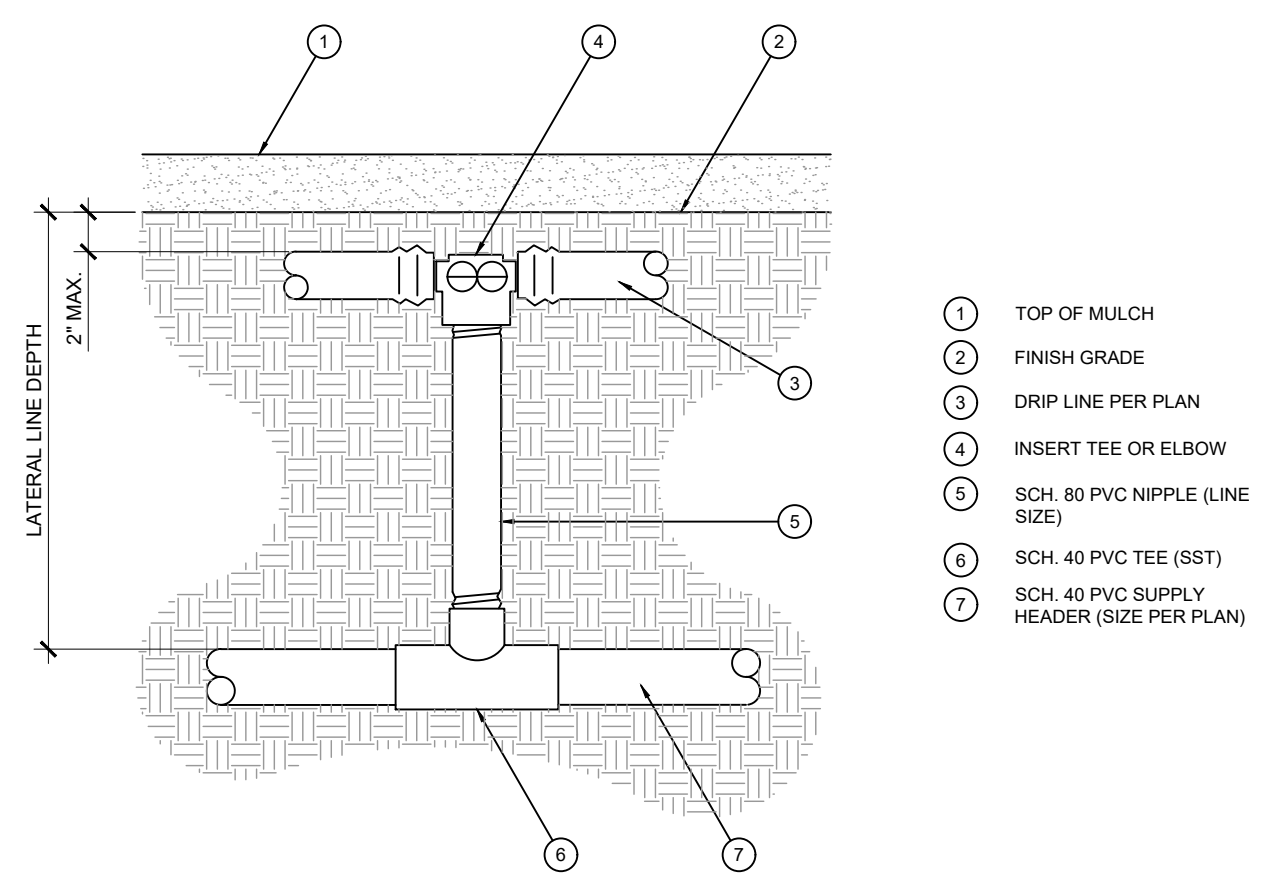
CHRIS DAVIS  
7/17/2023 2:30 PM  
C:\USERS\LOGIC\EDG DROPBOX\EDG -- PROSPER TX -- FRONTIER RETAIL CTR\IRRIGATION -- PROSPER McDONALD'S 22X34 2023-07-15.DWG  
7/17/2023 2:28 PM



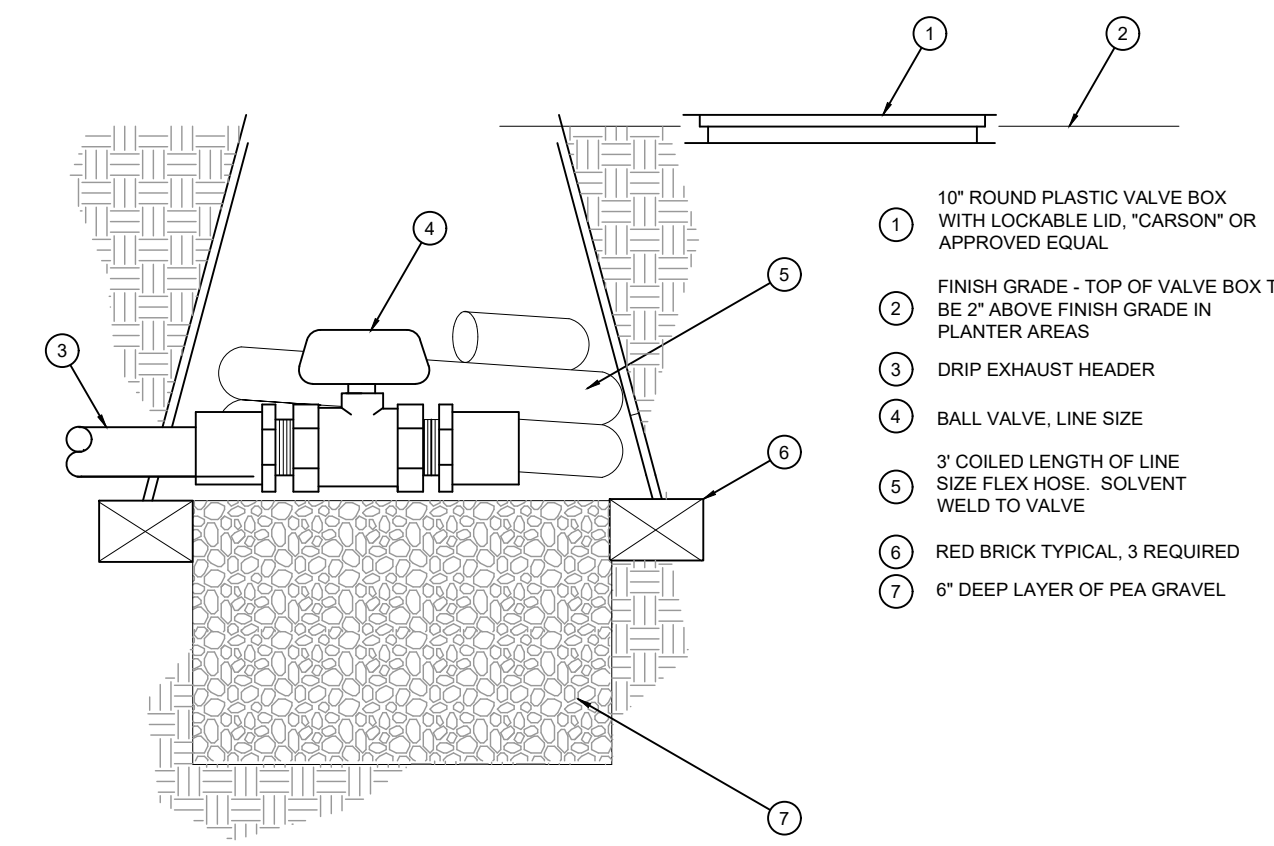
M BUBBLER  
SCALE: NTS



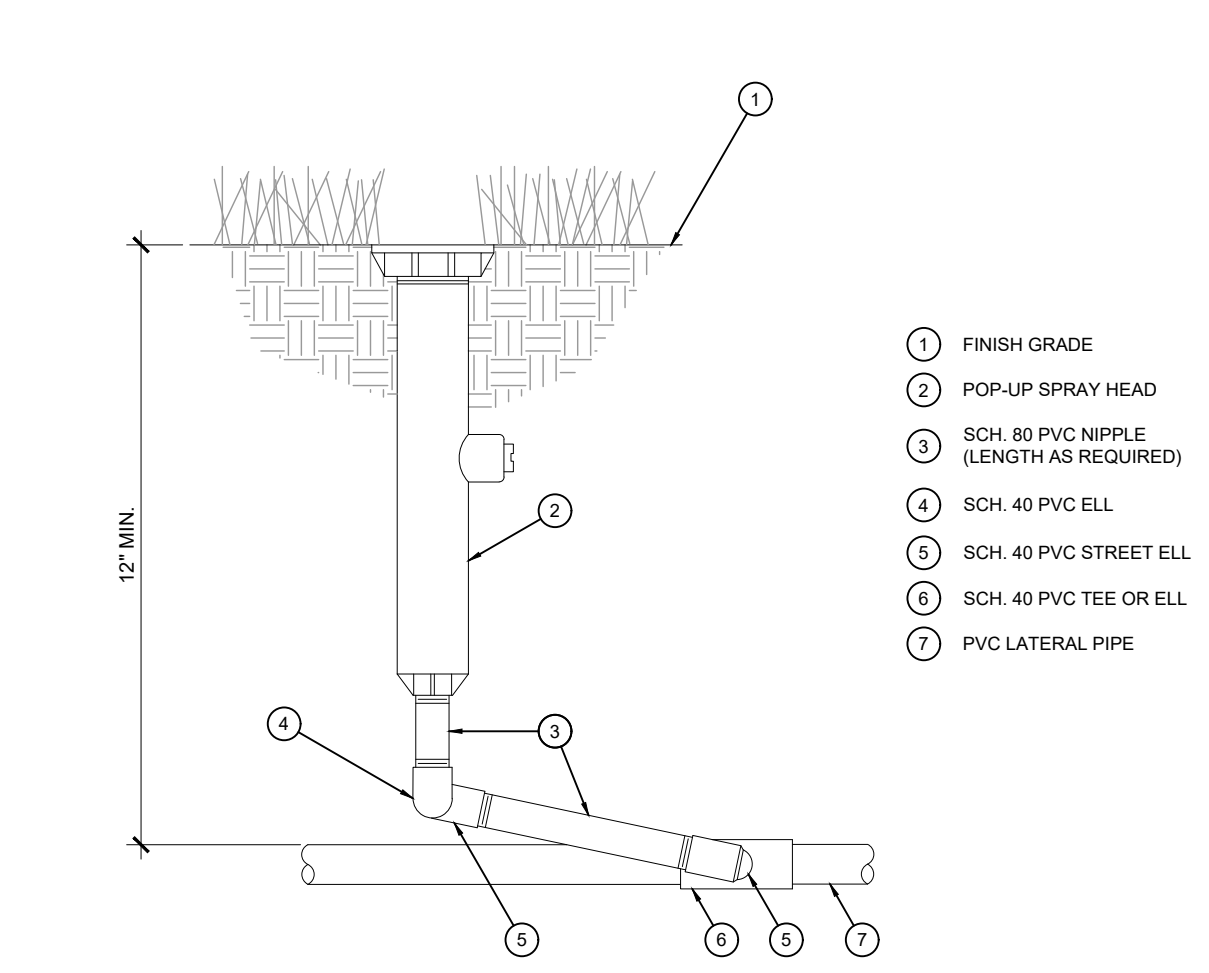
X MULTI-OUTLET EMISSION DEVICE  
SCALE: NOT TO SCALE



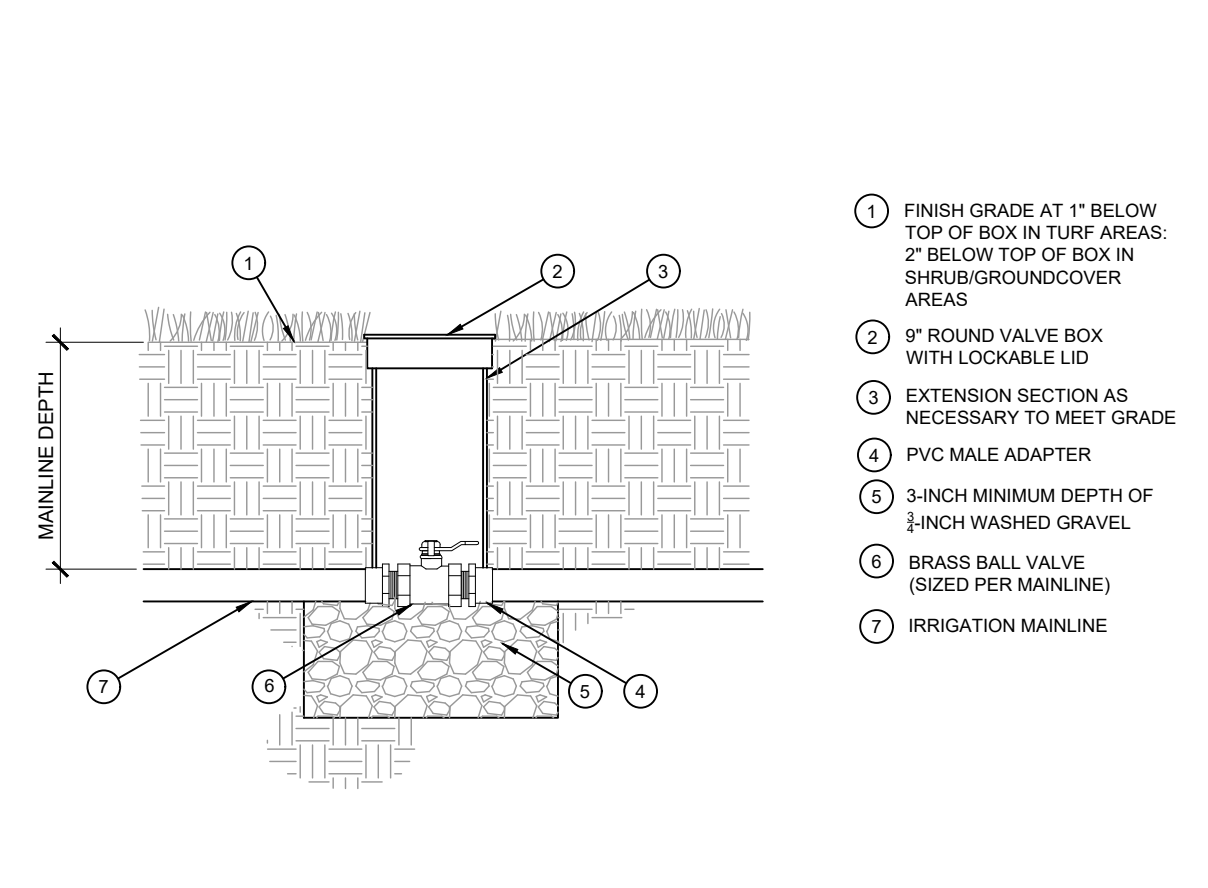
J SUBSURFACE DRIPLINE CONNECTION  
SCALE: NOT TO SCALE



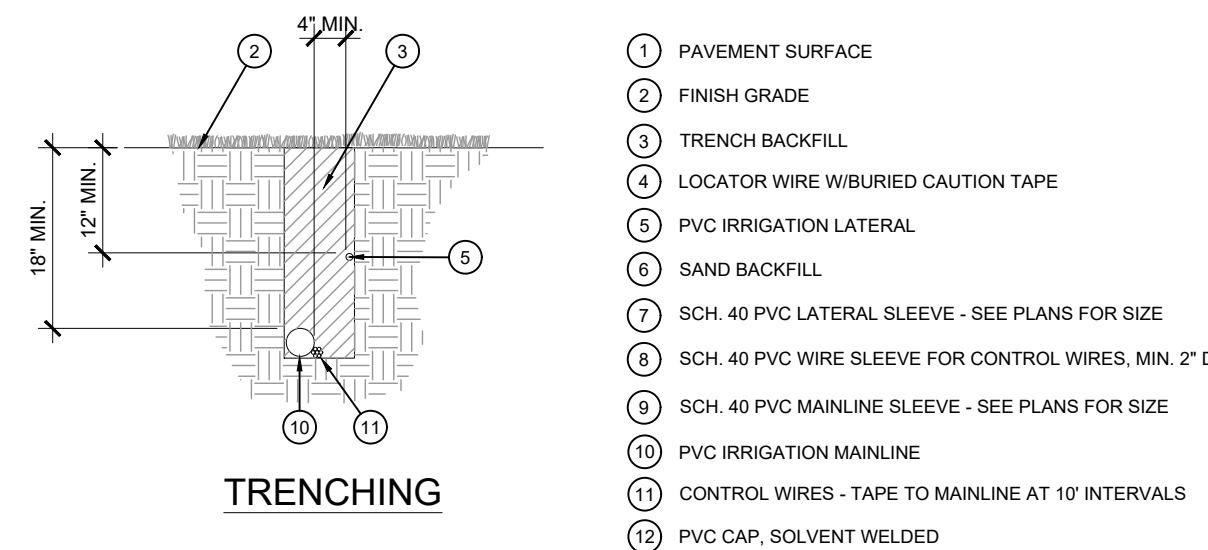
K FLUSH VALVE  
SCALE: NTS



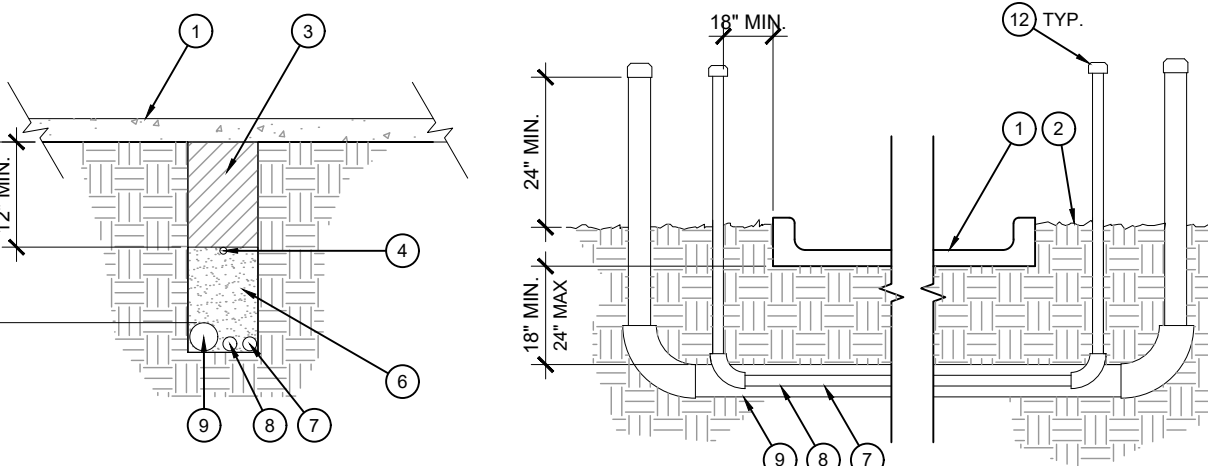
L POP-UP SPRAY HEAD  
SCALE: NTS



G BRASS BALL VALVE  
SCALE: NTS

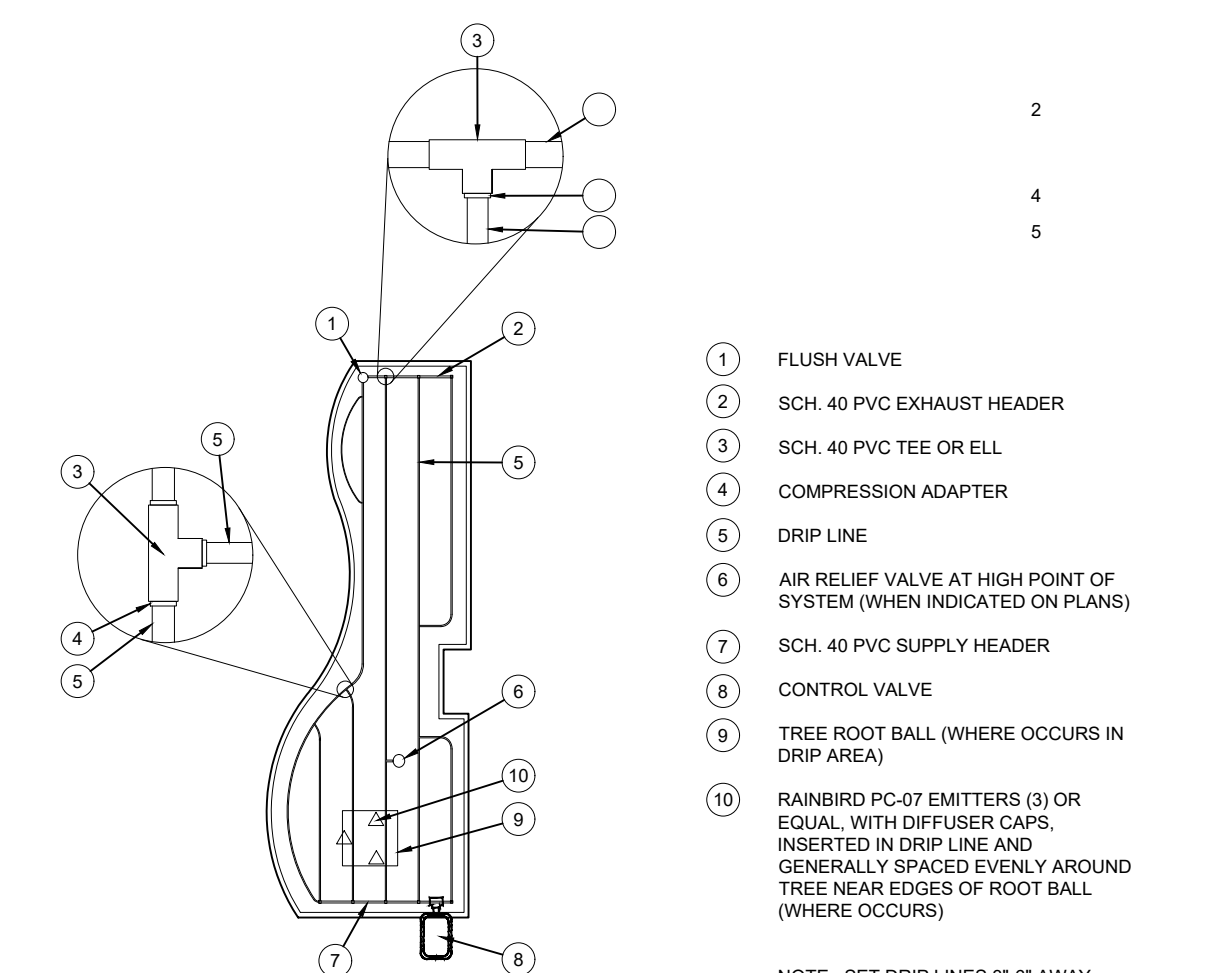


TRENCHING



SLEEVING

H PIPE AND SLEEVE INSTALLATION  
SCALE: NTS



I SUBSURFACE DRIP LINE LAYOUT  
SCALE: NOT TO SCALE

BEARINGS SHOWN HEREON ARE TIED TO THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83(2011) EPOCH2015) NORTH CENTRAL ZONE (4020) USING TOWN OF PROSPER GEODETIC CONTROL MONUMENTS 3 AND 5.

GPS-3  
N: 7141040.803  
E: 2480701.977  
ELEV: 615.09

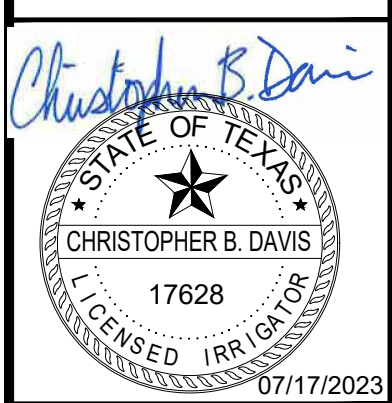
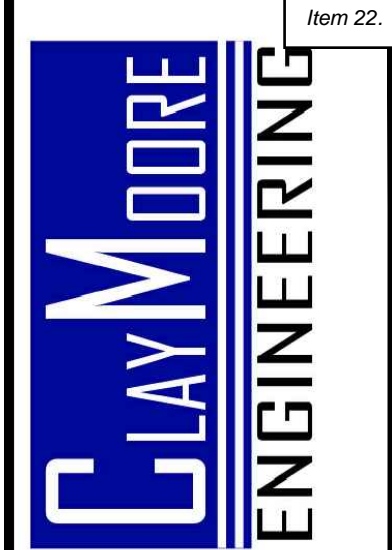
GPS-5  
N: 7144654.054  
E: 2480831.202  
ELEV: 704.95

TBM #1:  
7'x7' CUT IN INLET ON THE EAST SIDE OF DALLAS NORTH TOLLWAY NORTHBOUND SERVICE ROAD, APPROXIMATELY 146 FEET SOUTH OF FRONTIER PARKWAY CENTERLINE.  
N: 7146305.55  
E: 2482444.24  
ELEV: 615.13

DESIGN: CBD  
DRAWN: CBD  
CHECKED: CBD  
DATE: 05/04/2023

SHEET  
LI-3

CASE NO. Page 262

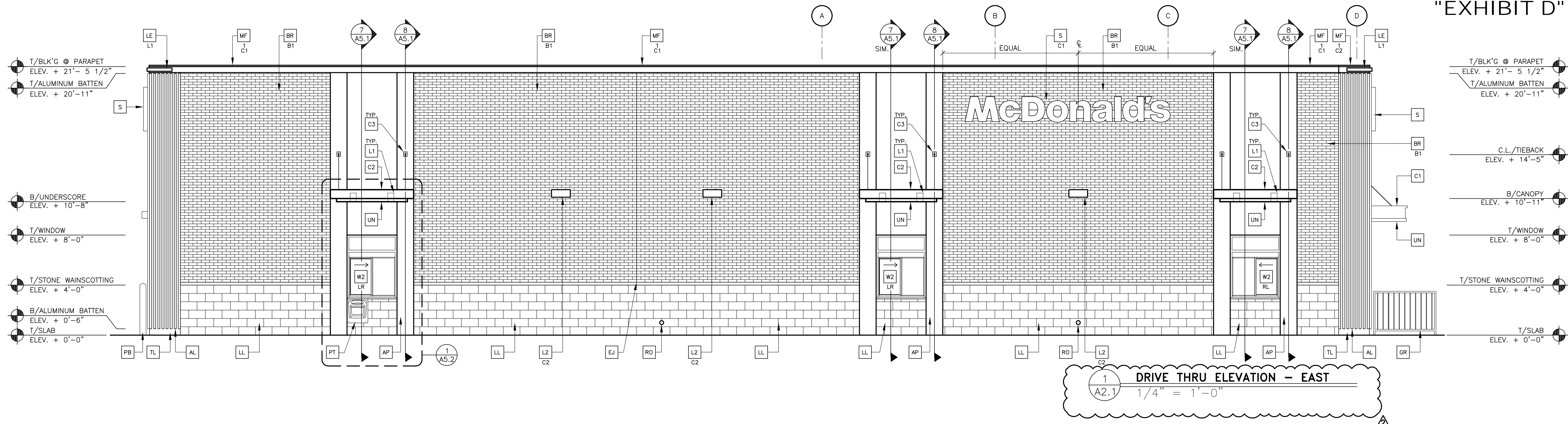


FRONTIER RETAIL CENTER  
BEING PART OF 70.91 ACRES OF LAND  
OUT OF COLLIN COUNTY SCHOOL LAND  
SURVEY, ABSTRACT NO. 147  
PROSPER, TEXAS



JAWA 23-0004  
**A2.C**  
ELEVATIONS



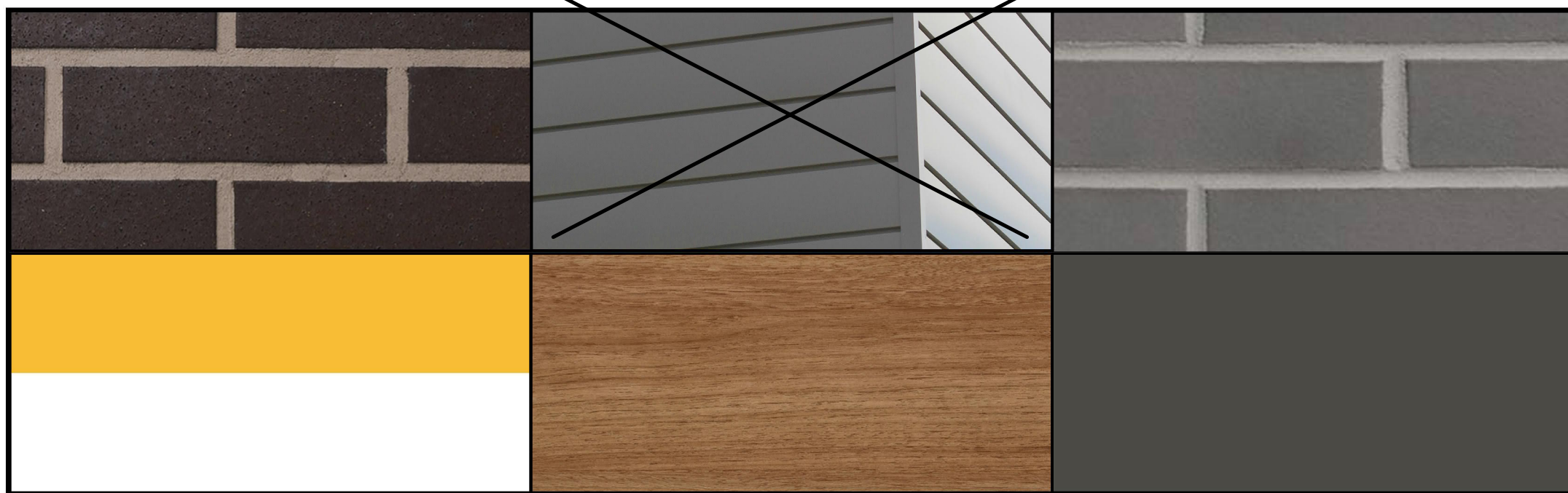


BUILDING MATERIAL CALCULATIONS BUILDING									
	North Elevation		West Elevation		South Elevation		East Elevation		Totals
Materials	SF	%	SF	%	SF	%	SF	%	
Brick	467	62.85%	1,291	75.10%	601	62.93%	1,234	60.40%	3,593 65.81%
Limestone	55	7.40%	216	12.57%	133	13.93%	325	15.91%	729 13.35%
Wood-Look Battens	194	26.11%	155	9.02%	194	20.31%	103	5.04%	646 11.83%
Metal Trim/Paneling	27	3.63%	57	3.32%	27	2.83%	381	18.65%	492 9.01%
<b>Totals (Excluding Glazing)</b>	<b>743</b>	<b>100%</b>	<b>1,719</b>	<b>100%</b>	<b>955</b>	<b>100%</b>	<b>2,043</b>	<b>100%</b>	<b>5,460 100%</b>
Materials	SF	%	SF	%	SF	%	SF	%	Totals
Glazing/Openings	247	24.95%	385	18.30%	35	3.54%	61	2.90%	728 11.76%
<b>Total Façade</b>	<b>990</b>	<b>25%</b>	<b>2,104</b>	<b>18%</b>	<b>990</b>	<b>4%</b>	<b>2,104</b>	<b>3%</b>	<b>6,188 12%</b>

BR - BRICK "ONYX"

CM - METAL (REMOVED)

BR - BRICK "SLATE GRAY"

CN - ALUM CANOPY WHITE  
UN - UNDERSORE YELLOW

AL - ALUMINUM BATTENS

AP - APOLIC METAL PANELS

T/BLK'G @ PARAPET  
ELEV. + 21'- 5 1/2"

T/ALUMINUM BATTEN  
ELEV. + 20'-11"

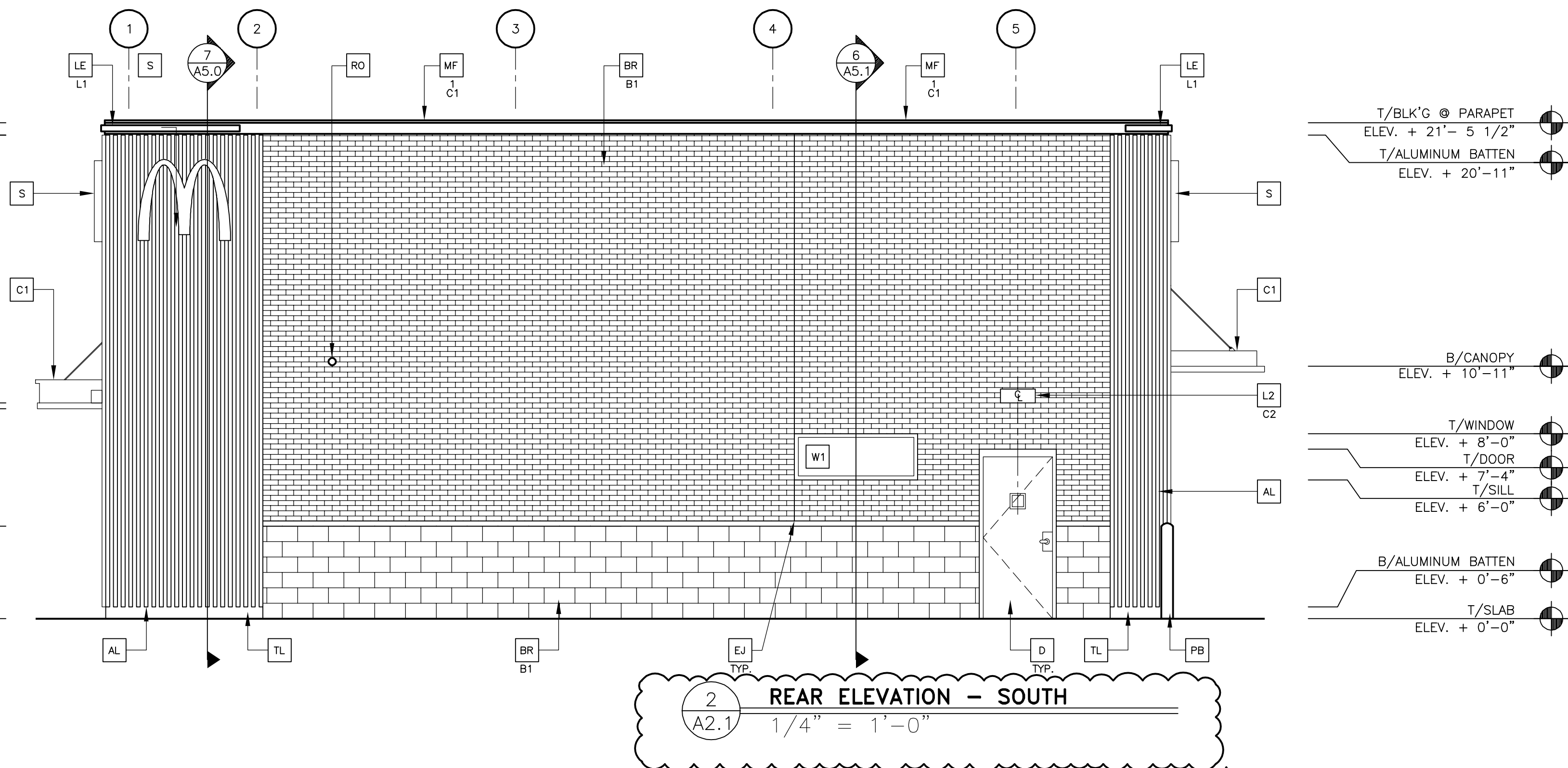
T/ROOF TOP UNITS  
ELEV. + 20'- 11"

B/CANOPY  
ELEV. + 9'-4"

B/UNDERSORE  
ELEV. + 9'-1"

T/STONE WAINSCOTTING  
ELEV. + 4'-0"

T/SLAB  
ELEV. + 0'-0"



T/BLK'G @ PARAPET  
ELEV. + 21'- 5 1/2"

T/ALUMINUM BATTEN  
ELEV. + 20'-11"

B/CANOPY  
ELEV. + 10'-11"

T/WINDOW  
ELEV. + 8'-0"

T/DOOR  
ELEV. + 7'-4"

T/SILL  
ELEV. + 6'-0"

B/ALUMINUM BATTEN  
ELEV. + 0'-6"

T/SLAB  
ELEV. + 0'-0"

**KEY NOTES:**

- AL** ALUMINUM BATTEN SYSTEM  
MFR: B+N INDUSTRIES  
SIZE: 2"x2" PROFILE  
COLOR: WOOD GRAIN, BACKRAIL UNFINISHED, ENDCAP PAINTED TO MATCH SUBSTRATE: 1/2" EXTERIOR HIGH DENSITY OVERLAY (HDO) PLYWOOD, BB, GROUP 1, HDO BOTH FACES, APAP TRADEMARKED, COURSE GRIT SAND SURFACES PRIOR TO PRIMING. PRIME AN DRAINT BOTH SIDES AND ALL EDGES.  
SUBSTRATE COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- AP** ALPOLIC METAL PANEL (COLOR: RAL 7022)
- BR** MODULAR FACE BRICK COLOR:  
B1 = "SLATE GRAY" SMOOTH BY HEBRON BRICK COMPANY  
B2 = "ONYX" SMOOTH BY HEBRON BRICK COMPANY  
(GROUT TO MATCH BRICK COLOR AS MUCH AS POSSIBLE)
- C1** ALUMINUM CANOPY SYSTEM W/FASCIA  
COLOR: WHITE
- C2** ALUMINUM CANOPY SYSTEM  
COLOR: RAL 7022
- C3** ALUMINUM CANOPY TIEBACK  
COLOR: RAL 7022  
GC TO PROVIDE CONTINUOUS BLOCKING ON WALL BEHIND TIEBACKS, WHEN TIEBACKS ARE INSTALLED ON METAL PANELING.  
SEE DETAIL 3/A5.0
- D** HOLLOW METAL DOOR  
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- DE** DECAL BY GRAPHICS SUPPLIER  
SURFACE APPLIED, FIELD INSTALLED, PRE CUT, PRE SPACED.  
SUPPLIERS:  
VOMELA (865) 330-7337, ann.bowen@vomela.com  
GFX INTERNATIONAL (847) 543-4600, mcdonaldsdecor@gfxi.com
- W1** EXTERIOR WINDOW ASSEMBLY - TEMPERED GLASS  
COLOR: EXTRA DARK BRONZE
- W2** DRIVE-THRU WINDOW BY READY ACCESS  
MODEL: 600 SERIES, 36" SERVICE HEIGHT WITH TRANSOM, MANUAL OPEN, ELECTRONIC RELEASE  
COLOR: DEEP BRONZE  
SLIDE DIRECTION: RL = RIGHT TO LEFT  
LR = LEFT TO RIGHT
- LL** LIMESTONE BY SALADO LIMESTONE (ARCHITECTURAL CUT)  
COLOR: LINEN (RUNNING BOND) SIZE: 8"x16"x4"  
LIMESTONE TO HAVE 1/4" RAKED MORTAR JOINTS (MORTAR COLORS TO BE LIGHT GRAY/IVORY)  
SUBMIT TO ARCHITECT FOR APPROVAL
- EJ** EXPANSION JOINT, SEE DETAIL 7/A4.1
- FB** CO2 = CO2 = BULK CO2 FILL BOX (EQPM SCHEDULE ITEM 49.00)  
BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18)
- GR** GUARD RAIL -SEE SITE PLAN FOR EXACT LOCATION AND LENGTH  
GUARD RAIL TO BE 1.5" STAINLESS STEEL
- L1** RECESSED DOWN LIGHT FIXTURE - SEE ELECTRICAL  
COLOR: GOLD
- L2** RADIAL SCONCE LIGHT FIXTURE - SEE ELECTRICAL  
C1= COLOR:  
C1= WHITE  
C2= PLATINUM SILVER
- LE** ACCENT LIGHTING - SEE ELECTRICAL  
L1= LED LIGHT:  
L1 = SLIM LED (DOWN ONLY)  
L2 = INTEGRAL CANOPY FIXTURE  
L3 = UP ONLY FLOOD FIXTURE
- MF** METAL FASCIA  
C1= TYPE:  
1 = PRE-FAB ANCHOR-TITE FASCIA  
2 = BOTTOM TRIM AT METAL REVEAL PANEL  
3 = VERTICAL TRIM AT METAL REVEAL PANEL CORNERS, CLOSURES  
COLOR:  
C1= WEATHERED ZINC  
C2= RAL 7022
- PB** PIPE BOLLARD - PAINTED YELLOW
- PT** (RMHC) COIN COLLECTOR  
MODEL: #WPT STD  
CALL 1-888-743-7435 TO ORDER
- RO** ROOF DRAIN OVERFLOW PIPE PAINT TO MATCH SURROUNDING MATERIAL
- S** McDONALD'S SIGNAGE BY OTHERS - UNDER SEPARATE PERMIT.  
C1= COLOR:  
C1= WEATHERED ZINC RACEWAY  
C2= RAL 7022 RACEWAY
- TL** TRU EXTERIOR, 1"x6" TRIM, PAINTED ON SITE  
COLOR: "IRON ORE" SW 7069 BY SHERWIN WILLIAMS
- UN** METAL UNDERSORE  
COLOR: GOLD



PREPARED FOR: **McDonald's USA, LLC**

PREPARED BY: **JAW Architects, Inc.**  
JAW Architects, Inc.  
10206 Katy Freeway, Suite 200  
Houston, Texas 77059-3387  
Phone: 817-795-3387  
Email: jerry@jawa-architect.com

REGISTERED ARCHITECT  
STATE OF TEXAS  
1926

DATE: 04/28/2023

REVISIONS:

NO.	DATE	DESCRIPTION
1	07/24/23	CITY/SHIP COMMENTS
2	08/28/23	CITY/SHIP COMMENTS

TITLE: 2022 STANDARD BUILDING - BB20

DESCRIPTION: 4597- WOOD/WOOD

WOOD BEARING WALLS W/4" BRICK VENEER

WOOD ROOF TRUSS FRAMING

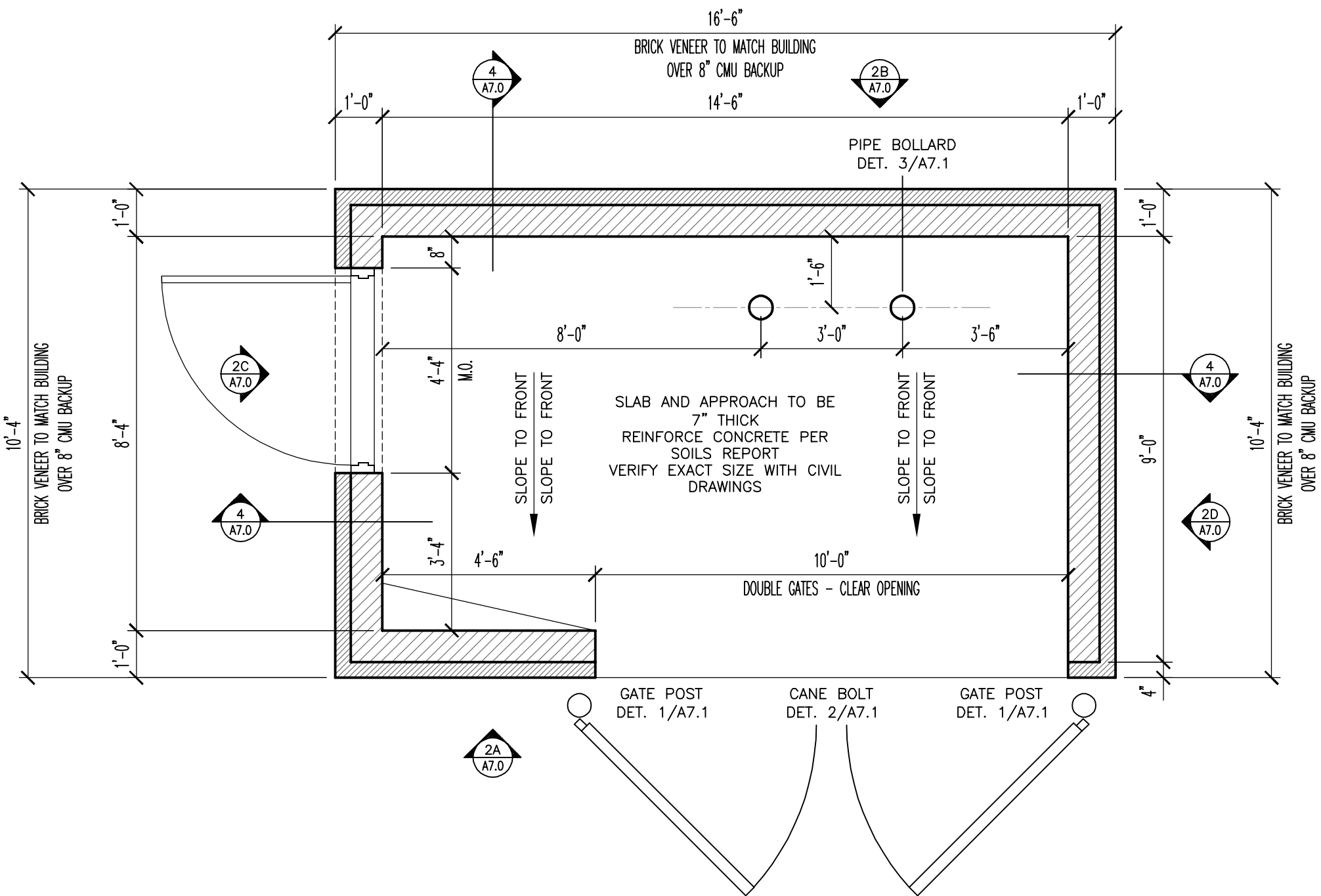
STUCCO/BATTEN/BRICK EXTERIOR FINISH

SITE ADDRESS: 042-3391 LOT 5 - SEC OF DALLAS PKWY & FRONTIER PKWY, PROSPER TX

JAWA 23-0004

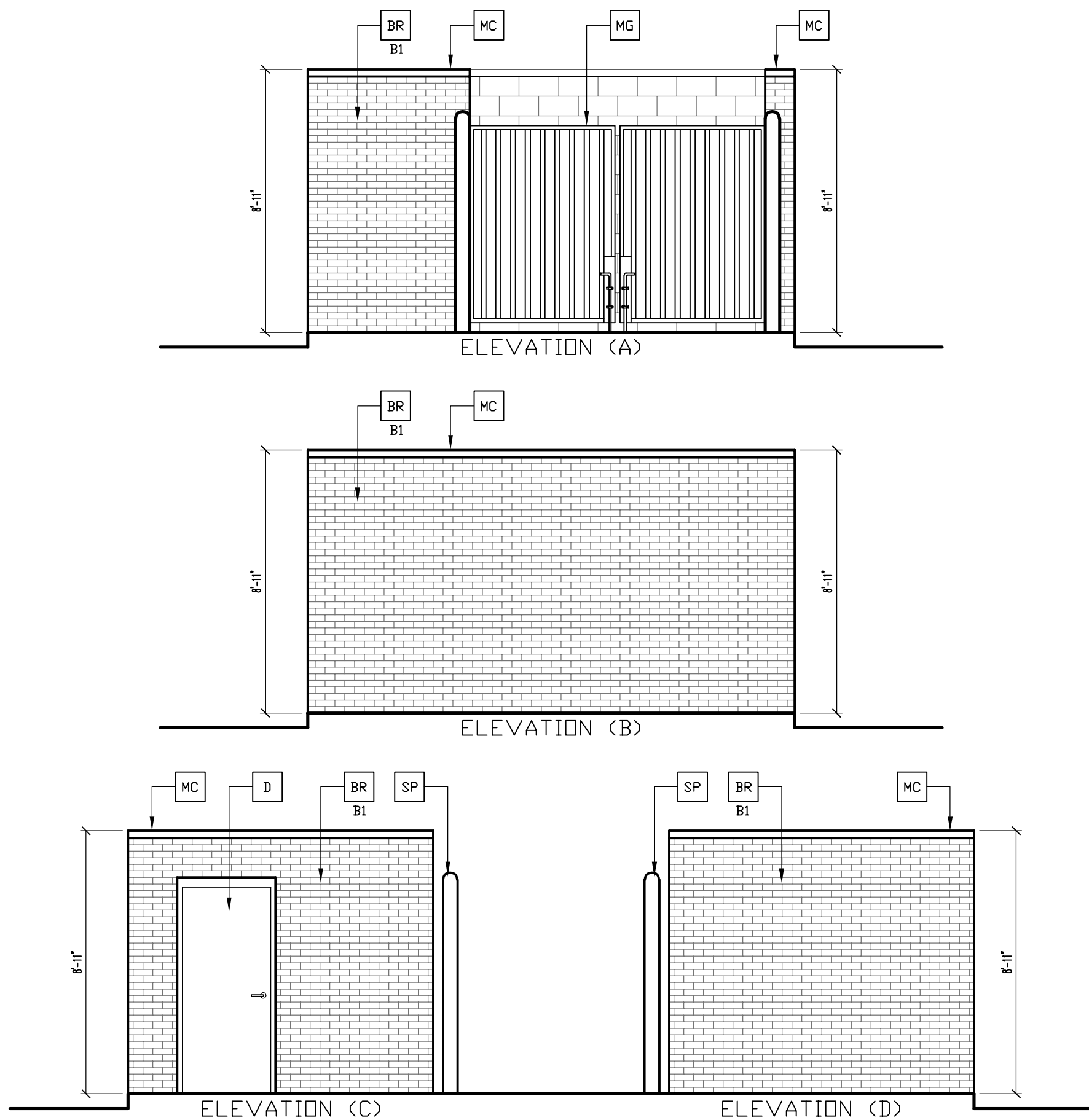
**A2.1**  
ELEVATIONS



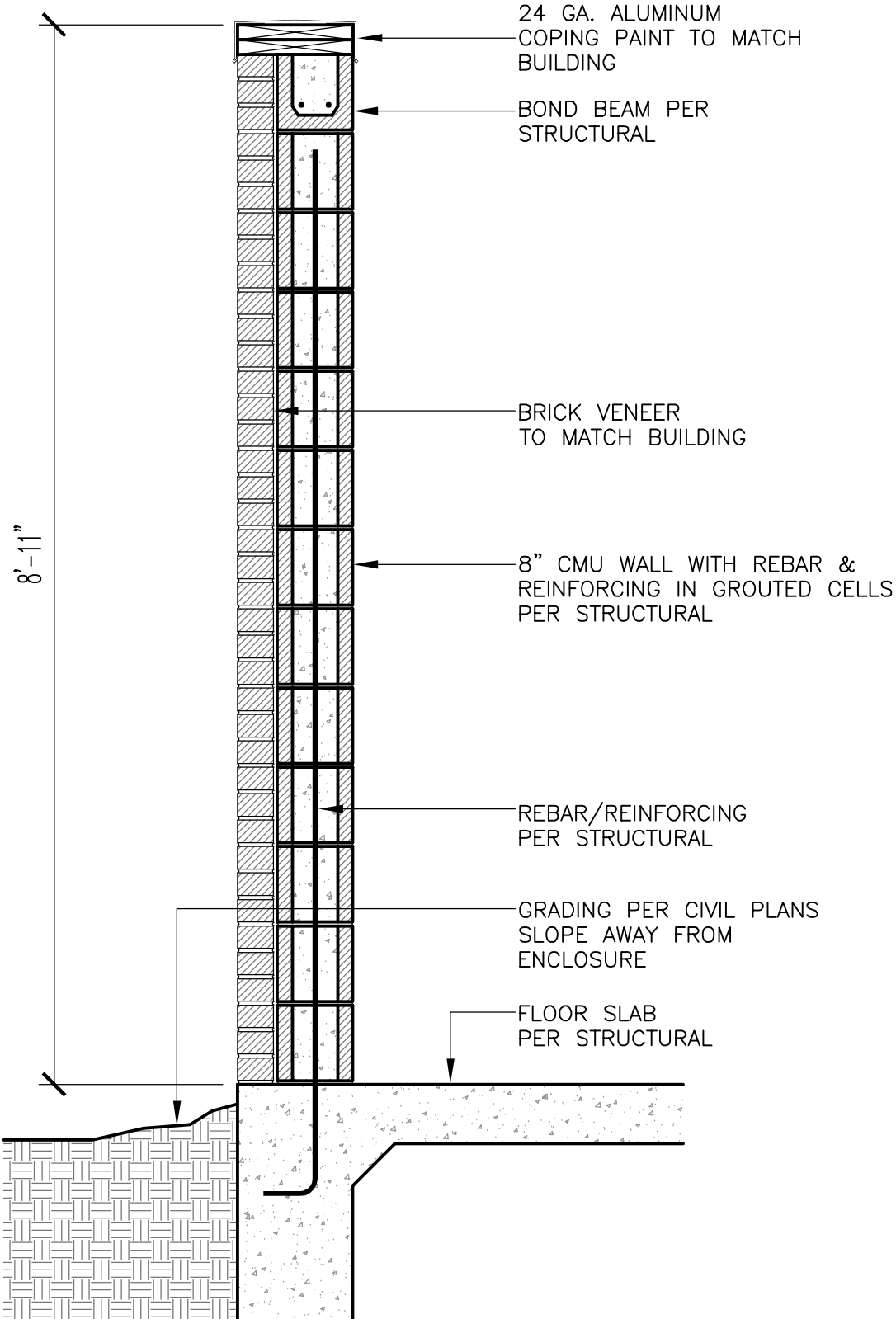


"EXHIBIT D"

1 DUMPSTER ENCLOSURE PLAN SCALE 3/8"=1'-0"



2 DUMPSTER ELEVATIONS SCALE 1/4"=1'-0"



4 WALL SECTION DETAIL SCALE 3/4"=1'-0"

KEY NOTES:

- BR MODULAR FACE BRICK
- B1—COLOR:  
B1 = "SLATE GRAY" SMOOTH BY HEBRON BRICK COMPANY
- D HOLLOW METAL DOOR  
PAINT: "GAUNTLET GREY" SW7019 BY SHERWIN WILLIAMS
- MC 24 GAUGE ALUMINUM COPING OVER CMU  
ENCLOSURE WALLS COLOR TO MATCH "MF"
- SP STEEL CONCRETE FILLED POST  
PAINT TO MATCH BUILDING TRIM COLOR
- MG METAL DUMPSTER ENCLOSURE ENTRY GATES, REF  
DETAILS AND NOTES.

GENERAL NOTES:

GENERAL CONTRACTOR TO PROVIDE 6 INCHES OF EXPOSED GRADE BREAMS AROUND THE STORAGE BUILDING WITH THE EXCEPTION OF THE DOOR LOCATION, COORDINATE WITH THE CIVIL GRADING PLANS.

5/8" PUDDLE WELD B/N DECK & ALL ANGLE TYPICAL IN EACH DECK FLUTE, PROVIDE #12 SCREWS @ 6" O.C. AT ALL DECK S SIDE LAPS.

GENERAL CONTRACTOR TO SUPPLY AND INSTALL CORRUGATED METAL GATES (16 GAUGE) F-DECKING, ALL METAL TO BE PRIMED AND PAINTED TO MATCH THE BUILDING TRIM COLOR, VERIFY WITH ACM.

PROVIDE A 12"x12" LOUVER VENT IN HOLLOW METAL DOOR, SEE ELEVATIONS.

PREPARED BY:  
JAW  
JAW Architects, Inc.  
Jeremy Williams, Architect  
Phone: 817.795.3397  
Email: jerry@jawa-arch.com

REGISTERED ARCHITECT  
JEREMY WILLIAMS  
STATE OF TEXAS  
1926

REV  
DATE  
DESCRIPTION  
BY

PREPARED FOR:  
McDonald's USA, LLC  
These drawings and specifications are the confidential and proprietary property of McDonald's USA, LLC and shall not be copied or reproduced without written authorization. The contract documents were prepared by McDonald's USA, LLC and shall not be used for any other project. These drawings are for reference or example on another project requires the use of the contract documents for reuse on another project is not authorized.

TITLE  
2022 STANDARD BUILDING — BB20  
4597 — WOOD/WOOD

DESCRIPTION  
WOOD BEARING WALLS W/4" BRICK VENEER  
WOOD ROOF TRUSS FRAMING  
STUCCO/GAULTEN/BRICK EXTERIOR FINISH

DATE ISSUED  
04/28/2023

DATE  
04/28/2023

REVIEWED BY  
JAW

STD ISSUE DATE  
2023

DRAWN BY  
JAW

SHEET NO.  
A7.0

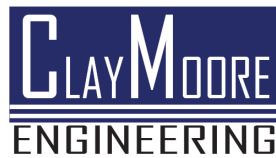
JAWA 23-0004

LOT 5 — SEC OF DALLAS PKWY & FRONTIER PKWY, PROSPER TX

042-3391

SITE ADDRESS

Page 265



June 5, 2023

Town of Prosper  
250 W. First Street  
Prosper, Texas 75078

Re: McDonald's  
Letter of Intent

To whom it may concern,

Please let this letter serve as the Letter of Intent for the McDonald's project to be located on Lot 4, future Lot 5, Block A of Frontier Retail Addition. The current zoning is planned development 69. The development is 1.54 acres and will be built in a single phase. The purpose of this request is to allow the proposed use of restaurant with drive thru. The building will be approximately 4,117 square feet in size.

Should you have any questions, please feel free to contact me.

Sincerely,

Claymoore Engineering, Inc.

A handwritten signature in black ink, appearing to read "Drew Donosky". The signature is stylized with a large, looped "D" and a cursive "Donosky".

Drew Donosky, P.E.





## PLANNING

**To: Mayor and Town Council**

**From: David Hoover, Director of Development Services**

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

**Re: 209 East Fifth Street Rezoning**

**Town Council Meeting – October 24, 2023**

**Strategic Visioning Priority: 2. Development of Downtown as Destination**

**Agenda Item:**

Conduct a public hearing and consider and act upon a request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single-Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street. (ZONE-23-0018)

**Description of Agenda Item:**

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

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Single Family-15	Residential	Old Town District
<b>North</b>	Single Family-15	Residential	Old Town District
<b>East</b>	Single-Family 15	Residential	Old Town District
<b>South</b>	Single Family-15	Residential	Old Town District
<b>West</b>	Single Family-15	Residential	Old Town District

**Requested Zoning:**

The purpose of this request is to rezone the property from Single Family-15 (SF-15) to Downtown Single-Family (DTSF). Currently, no home exists on the property; however, the intent is to construct a new single-family home. The setback regulations for the Downtown Single-Family District are more desirable to the applicant than the Single Family-15 District. The existing lot does

not conform to the lot area requirement for the Single Family-15 District; however, it conforms to all the Downtown Single-Family District lot dimension regulations.

Item 23.

	Single Family-15	Downtown Single-Family
Min. Lot Area (Ft. <sup>2</sup> )	15,000	6,000
Min. Lot Width (Ft.)	100	50
Min. Lot Depth (Ft.)	135	120
Min. Front Setback (Ft.)	35	25
Min. Side Setback (Ft.)	10	5
Min. Rear Setback (Ft.)	25	10
Max. Lot Coverage (%)	45	55

**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. Notification was provided as required by the Zoning Ordinance and state law. Staff has received 1 reply form in support of the proposed zoning request to date.

**Attached Documents:**

1. Aerial and Zoning Maps
2. Zoning Exhibit
3. Letter of Intent
4. Elevations
5. Building Materials List
6. Reply Form

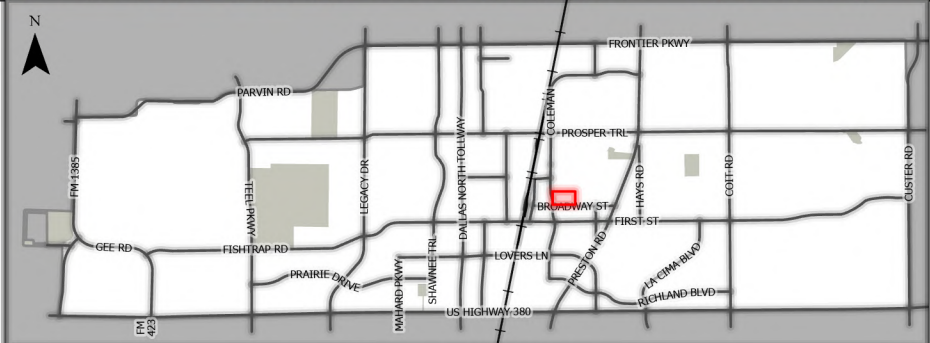
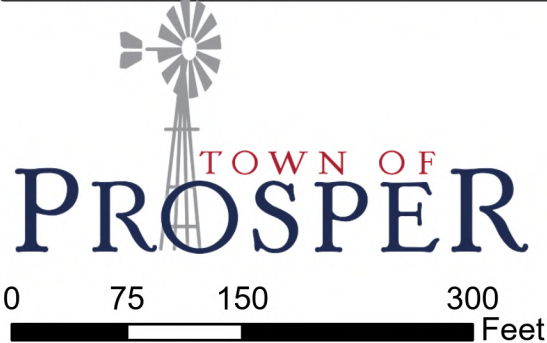
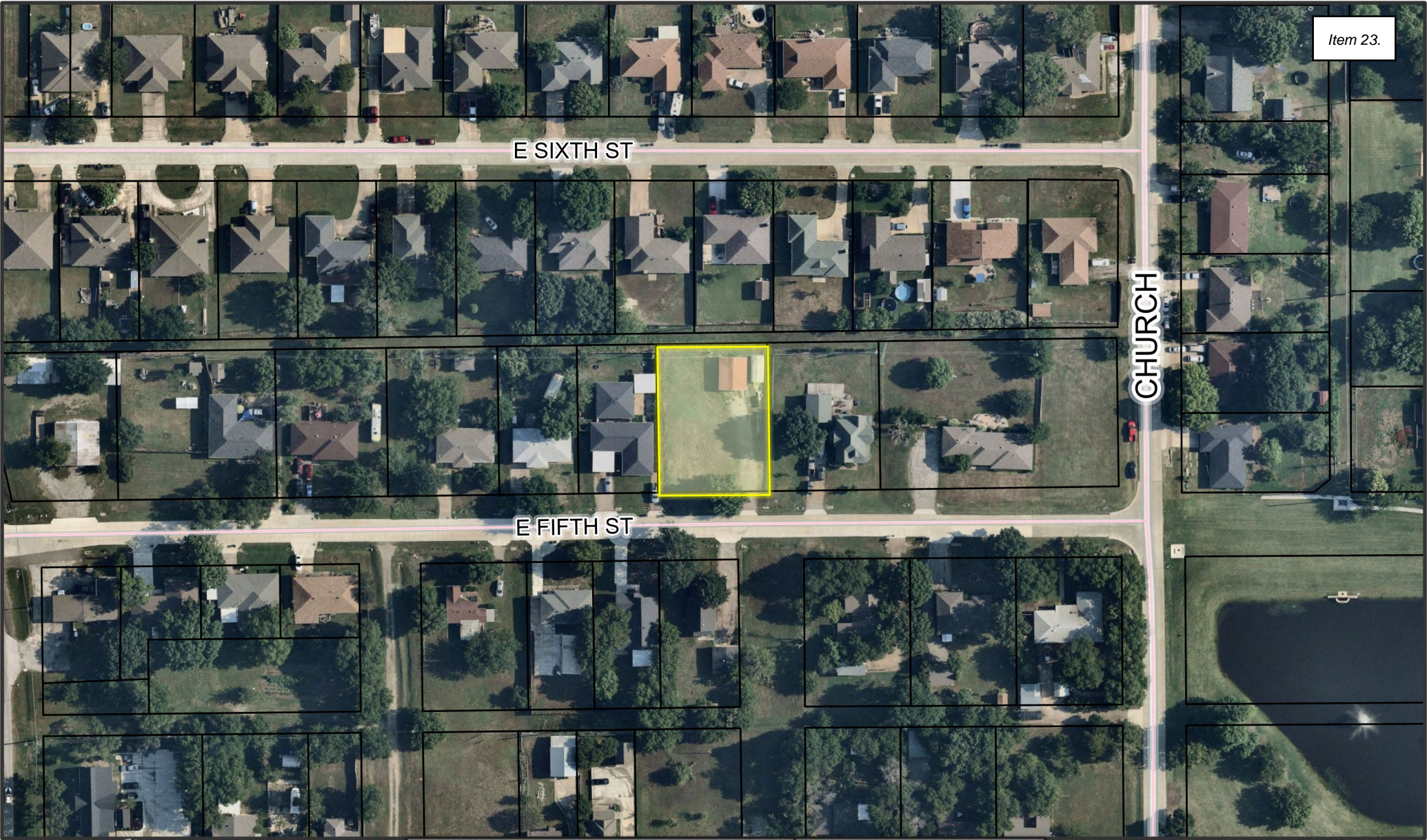
**Town Staff Recommendation:**

Town Staff recommends approval of the request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single-Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street. Although the surrounding properties are all zoned Single Family-15, this zoning change would not be seen as out of character with the existing neighborhood. As previously stated, the lot in question does not meet the lot dimension regulations for the Single Family-15 District. Additionally, a fair number of properties to the north (East Sixth Street), west (East Fifth Street), and south (East Fifth Street) do not meet the lot dimension requirements for the Single Family-15 (SF-15) District either. However, the lot in question and the surrounding lots do meet the lot dimension regulations for the Downtown Single-Family District. Further, the residential downtown areas are the only places where Downtown Single-Family zoning makes sense. The Town would not support this zoning in a residential area outside of the downtown; therefore, the only feasible option for Downtown Single-Family zoning is in downtown residential areas. The Planning & Zoning Commission recommended approval of this item (5-0) at their meeting on October 3, 2023.

**Proposed Motion:**

I move to approve/deny the request to rezone 0.3± acres from Single Family-15 (SF-15) to Downtown Single-Family (DTSF), for Hillside Addition, Block 2, Lot 4, located north of East Fifth Street and west of North Church Street.



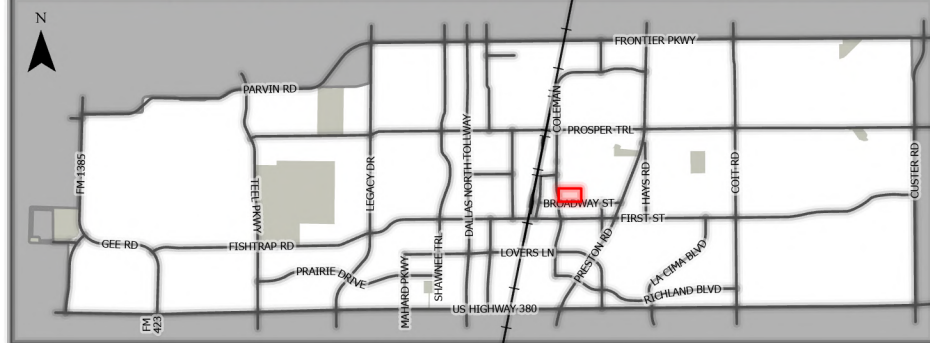
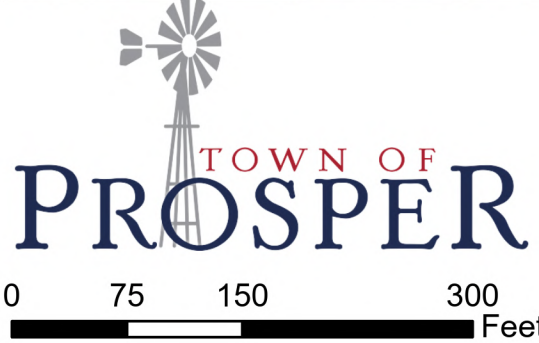
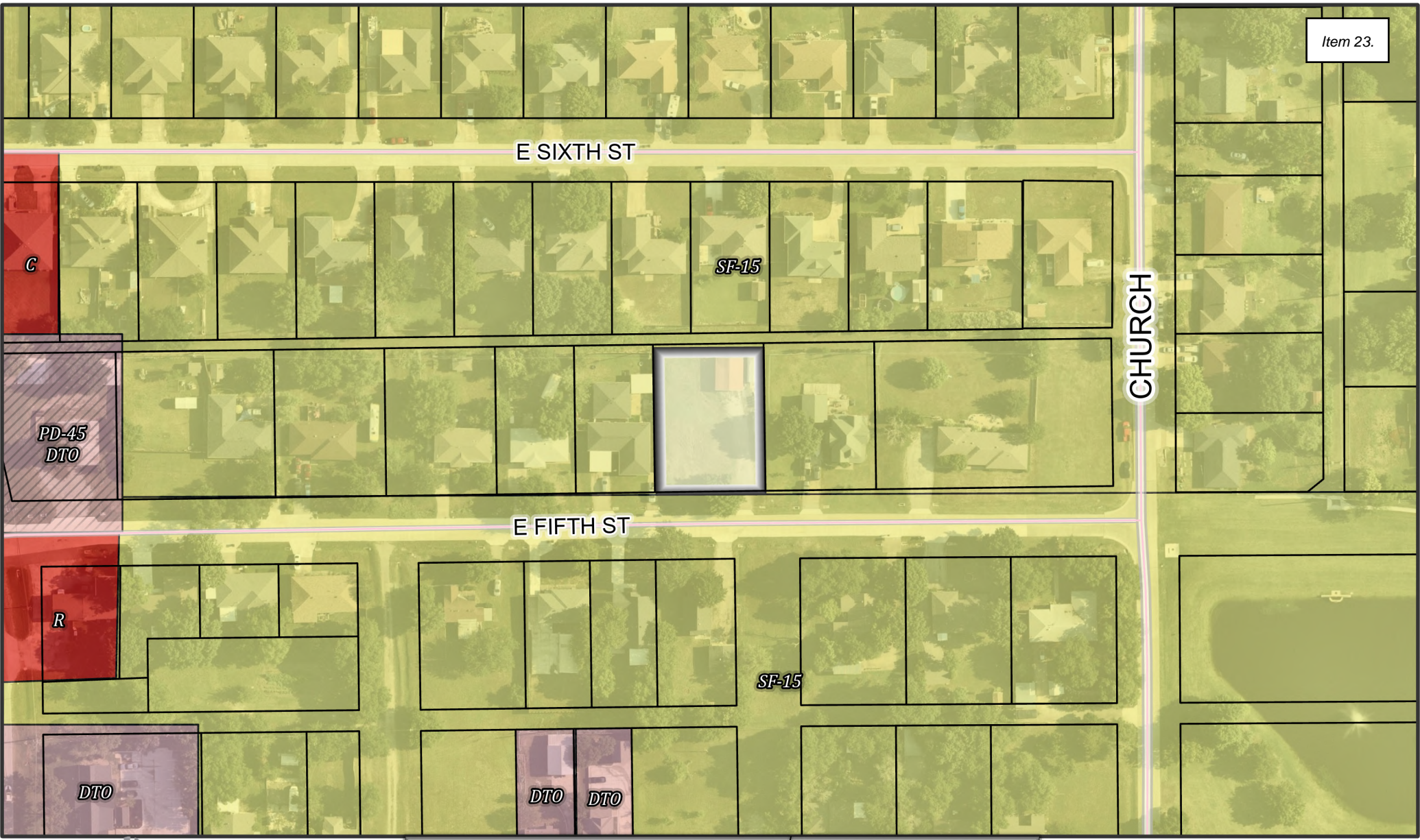


ZONE-23-0018

Hillside Additon Lot 4,  
Blk 2

This map for illustration purposes only

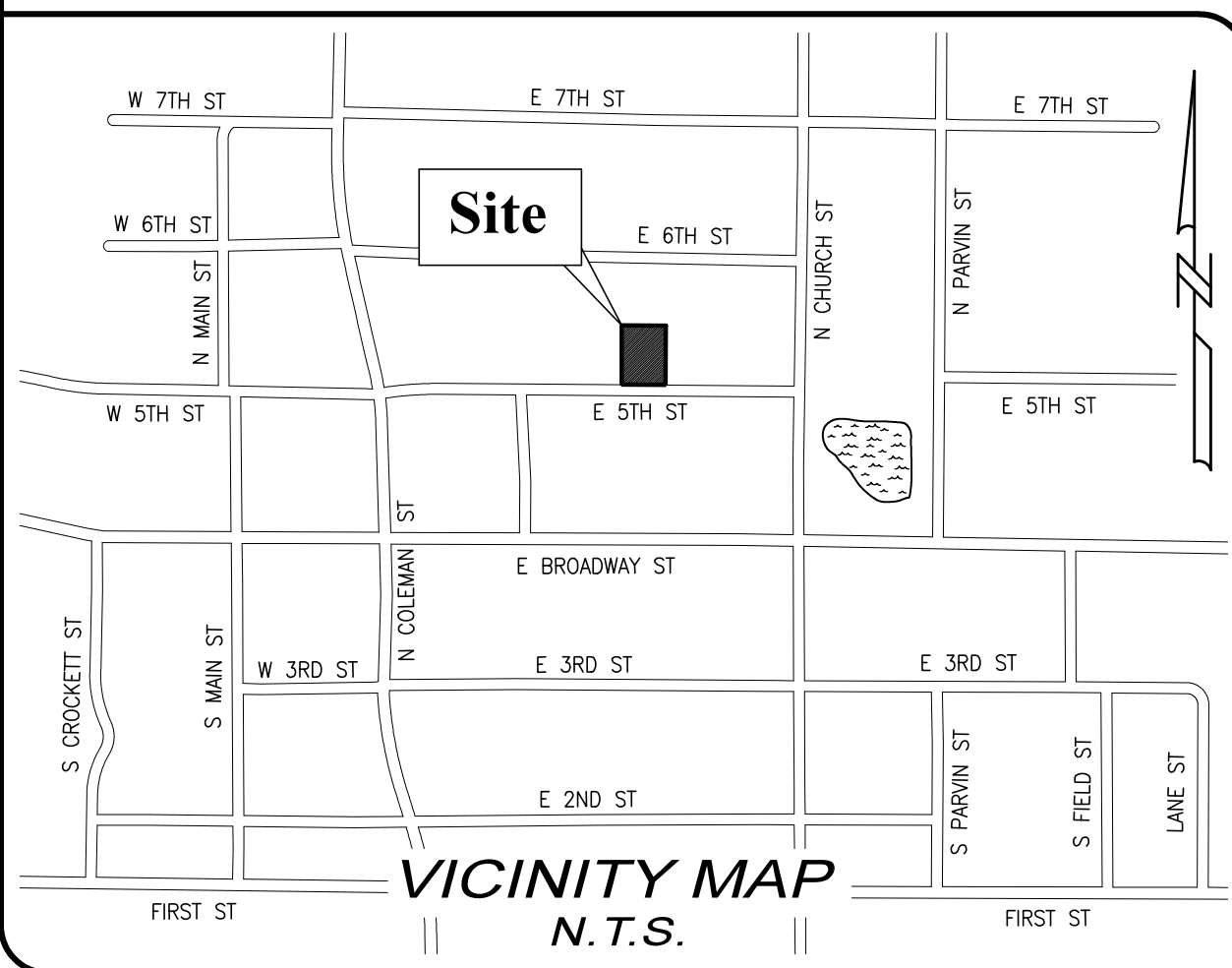
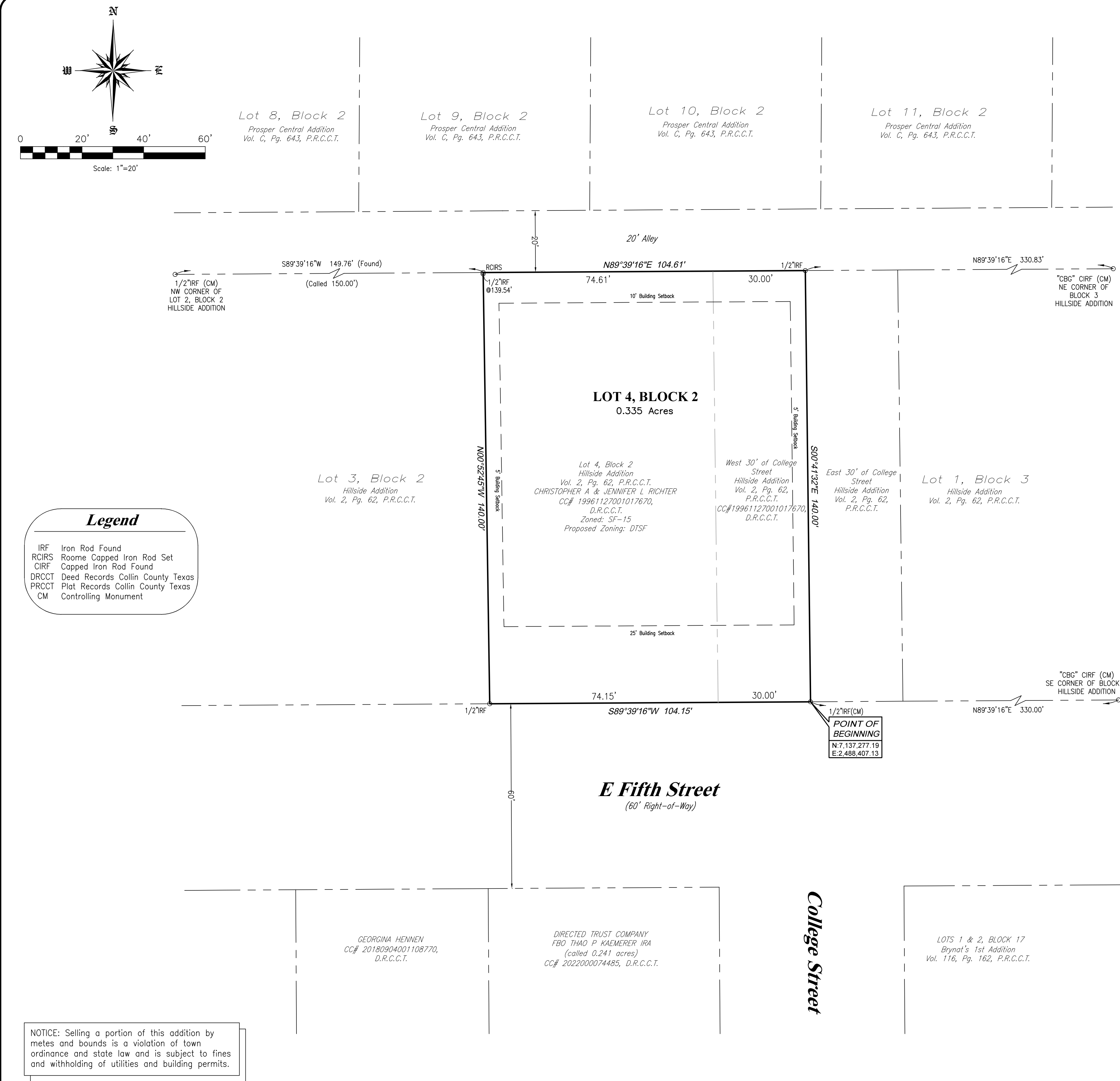




**ZONE-23-0018**  
Hillside Additon Lot 4,  
Blk 2  
Amending Plat

This map for illustration purposes only



**OWNER'S DEDICATION**

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT, **Christopher A. Richter & Jennifer L. Richter** acting herein by and through its duly authorized officers, does hereby certify and adopt this Amended Plat designating the herein above described property as **Hillside Addition Lot 4, Block 2**, an addition to the Town of Prosper, and does hereby dedicate to the public use forever, the streets and alleys shown thereon. **Christopher A. Richter & Jennifer L. Richter** do hereby certify the following:

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

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Prosper, Texas.

WITNESS, my hand, this \_\_\_\_ day of \_\_\_\_\_, 2023.  
By:

Christopher A. Richter (Owner)

Jennifer L. Richter (Owner)

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for  
The State of Texas

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for  
The State of Texas

**OWNER'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF COLLIN §

WHEREAS, Christopher A. Richter & Jennifer L. Richter are the owners of a tract of land situated in the State of Texas, County of Collin, Town of Prosper, being part of Collin County School Land Survey, Abstract No. 147, being all of Lot 4, Block 2 of Hillside Addition and being the western 30 feet of College Street as recorded in Volume 2, Page 62 of the Plat Records of Collin County, Texas, also being described under Clerk's File No. 19961127001017670 of the Deed Records of Collin County, Texas, with said premises being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the north right-of-way line of E Fifth Street (60' right-of-way), marking the southeast corner of the west 30 feet of College Street and the southeast corner of the herein described premises, from which a "CBG" capped iron rod found for reference bears North 89°39'16" East, 330.00 feet, said capped iron rod found marking the southeast corner of Block 3 of said Hillside Addition;

THENCE passing through College Street, the north right-of-way line of E Fifth Street, the south line of Lot 4 and the south line of said premises, South 89°39'16" West, 104.15 feet to a 1/2" iron rod found marking the southeast corner of Lot 3, Block 2 of said Hillside Addition, the southwest corner of Lot 4 and said premises;

THENCE with the east line of Lot 3 and the west line of Lot 4, North 00°52'45" West, passing at 139.54 feet a 1/2" iron rod found and continuing for a total distance of 140.00 feet to a Roome capped iron rod set in the south line of a 20 foot alley, marking the northeast corner of Lot 3, the northwest corner of Lot 4 and said premises, from which a 1/2" iron rod found for reference bears South 89°39'16" West, 149.76 feet, said 1/2" iron rod being the northwest corner of Lot 2, Block 2 of said Hillside Addition;

THENCE with the south line of said 20 foot alley, the north line of Lot 4, the north line of College Street and said premises, North 89°39'16" East, 104.61 feet to a 1/2" iron rod found marking the northeast corner of the west 30 feet of College Street and the northeast corner of said premises, from which a "CBG" capped iron rod found for reference bears North 89°39'16" East, 330.83 feet, said capped iron rod found marking the northeast corner of Block 3 of said Hillside Addition;

THENCE crossing through College Street and with the east line of said premises, South 00°41'32" East, 140.00 feet to the place of beginning and containing 0.335 acres of land.

**SURVEYOR'S CERTIFICATE**

STATE OF TEXAS §  
COUNTY OF COLLIN §

Known All Men By These Presents:

THAT I, F.E. Bemenderfer, Jr., do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulation of the Town of Prosper, Texas. Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**Not For Recording**

F.E. Bemenderfer, Jr.  
R.P.L.S. No. 4051

**ACKNOWLEDGEMENT**

STATE OF TEXAS §  
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public in and for  
The State of Texas

**CERTIFICATE OF APPROVAL**

Approved this \_\_\_\_ day of \_\_\_\_\_, 202\_ by the Director of Development Services of the Town of Prosper, Texas.

\_\_\_\_\_  
Town Secretary

\_\_\_\_\_  
Engineering Department

\_\_\_\_\_  
Development Services Department

**Case No. ZONE-23-0018**  
**Hillside Addition**  
**Lot 4, Block 2**

0.335 Acres

Collin County School Land Survey,

Abstract No. 147

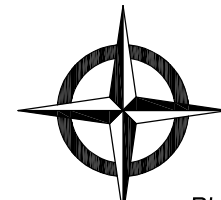
Town of Prosper, Collin County, Texas

May 2023

P:\AC\202302\AC907310.dwg

Owner: Christopher A. Richter  
& Jennifer L. Richter  
209 E 5th St  
Prosper, Tx 75078  
(972) 824-9862  
Attn: Jennifer Richter  
email: mimijer@gmail.com

Surveyor:  
Roome Land Surveying  
2000 Avenue G, Suite 810  
Plano, Tx 75074  
(972) 423-4372  
Attn: Fred Bemenderfer  
email: fredb@roomelnc.com



**Roome**  
**Land Surveying**

2000 Avenue G, Suite 810  
Plano, Texas 75074  
Phone (972) 423-4372 / Fax (972) 423-7523  
www.roomesurveying.com / Firm No. 10013104

August 8, 2023


Town of Prosper  
250 W. First Street  
Prosper, TX 75078

Re: 209 E Fifth Street, Prosper, TX 75078  
Lot 4, Block 2 of Hillside Addition, 0.335 acres

The intent for rezoning is to align with our current neighbors' setbacks and continue the uniform look of the Downtown Prosper Residential area. As longtime residents of Prosper we love living in this town and hope our rezoning request will be honored. Once the lot is updated to DTSP, our goal is to build a new and updated home.

Thank you for your consideration of this request. If there are any questions, please do not hesitate to contact me at 972-824-9662 or by email at [mimijenr@gmail.com](mailto:mimijenr@gmail.com).

Sincerely,



Jennifer Richter  
Current Mailing Address: 16009 Alvarado Dr., Prosper, Tx 75078  
Mobile: 972-824-9662  
Email: [mimijenr@gmail.com](mailto:mimijenr@gmail.com)



ELEVATION E

# Building Materials List

## Exterior

- Brick
- Hardi Board Siding
- Hardi Board and Batten Siding

## Front Porch

- Composition Shingles with Standing Seam Metal Roof





**DEVELOPMENT SERVICES  
DEPARTMENT**  
250 W. First Street  
Prosper, TX 75078  
Phone: 972-346-3502

### REPLY FORM

#### SUBJECT:

Zoning Case ZONE-23-0018: The Town of Prosper has received a request to rezone from Single Family-15 (SF-15) to Downtown Single Family (DTSF), on Lot 4B & 5A, Block 10, Bryants First Addition, on 0.3± acres, to allow for a new updated home.

#### LOCATION OF SUBJECT PROPERTY:

The property is located north of East Fifth Street and west of North Church Street.

☐ I **OPPOSE** the request as described in the notice of Public Hearing. If in opposition, please provide a reason for opposition.



I **DO NOT OPPOSE** the request as described in the notice of Public Hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY):

Vince N. Seilean  
Name (please print)

[Signature]  
Signature

303 E. Fifth St.  
Address

Sept. 26, 2023  
Date

Prosper TX 75078  
City, State, and Zip Code

justfish59@ynhoo.com  
E-mail Address

901-244-1610  
Phone Number



## PARKS AND RECREATION

**To:** Mayor and Town Council

**From:** Dan Baker, Parks and Recreation Director

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

**Re:** Raymond Community Park Project Update

Town Council Meeting – October 24, 2023

**Strategic Visioning Priority: 4. Provide Excellent Municipal Services**

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**Agenda Item:**

Receive an update on the status of the Raymond Community Park project.

**Description of Agenda Item:**

Town staff will provide a status report regarding the progress of the Raymond Community Park project including the utilization of two Guaranteed Maximum Price (GMP) packages for site preparation and site development.

**Town Staff Recommendation:**

Town staff requests Council feedback on the proposed utilization of two GMP packages for site preparation and site development.