



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, April 30, 2024
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Proclamation recognizing May 2, 2024, as National Day of Prayer. (MLS)

CONSENT AGENDA:

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

2. Consider and act upon the minutes from the April 13, 2024, Town Council Work Session meeting. (MLS)

- [3.](#) Consider and act upon the minutes from the April 16, 2024, Town Council Regular meeting. (MLS)
- [4.](#) Consider acceptance of the March 2024 monthly financial report. (CL)
- [5.](#) Receive the Quarterly Investment Report for March 31, 2024. (CL)
- [6.](#) Consider and act upon a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2024 Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grants Second Solicitation Grant. (WR)
- [7.](#) Consider and act upon approving an update to the Library Policies. (LS)
- [8.](#) Consider and act upon authorizing the Town Manager to approve an agreement with URETEK USA for repairs to the northbound lanes of Dallas Parkway from US Highway 380 to First Street for \$603,000.00. (CE)
- [9.](#) Consider and act upon authorizing the Town Manager to approve an agreement with Green World Care to provide mowing services for certain rights-of-way and public works facilities for \$19,044.00, with the option of four (4) one-year renewals. (CE)
- [10.](#) Consider and act upon authorizing the Town Manager to approve a Proposal for Electrical Services between Trinity Lighting and Electrical Services and the Town of Prosper, Texas, to run electrical service to the Main Street tree wells for tree lighting for an amount not to exceed \$128,200.00. (DB)
- [11.](#) Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement, between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project for \$277,950.00. (PA)
- [12.](#) Consider and act upon approving Change Order No. 2 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and Water Line Phase 2 project for \$93,758.99; and authorizing the Town Manager to execute Change Order No. 2 for same. (PA)
- [13.](#) Consider and act upon authorizing the Town Manager to enter into an agreement with Mels Electric, LLC, related to relocating existing traffic signal conduits at DNT / First Street & Prosper Trail Intersections project for \$173,449.00; and authorizing the Town Manager to execute documents for same. (PA)
- [14.](#) Consider and act upon a request for a Site Plan a Big Box, Gas Pumps, and a Car Wash on Frontier Retail Center, Block A, Lot 6, on 16.9± acres, located on the south side of Frontier Parkway and 250± feet east of Dallas Parkway. (DEVAPP-23-0182) (DH)
- [15.](#) Consider and act upon a request for a Façade Plan for a Big Box, Gas Pumps, and a Car Wash on Frontier Retail Center, Block A, Lot 6, on 16.9± acres, located on the south side of Frontier Parkway and 250± feet east of Dallas Parkway. (DEVAPP-23-0180) (DH)
- [16.](#) Consider and act upon a request for a Façade Plan for Multifamily Buildings and a Leasing Office on Gates of Prosper, Phase 2, Block D, Lot 3, on 16.0± acres, located on the northwest corner of Bravo Way and Richland Boulevard. (DEVAPP-23-0212) (DH)

- [17.](#) Consider and act upon an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Planned Development-127 (PD-127) on Prosper Central Addition, Block 1, Lot 1, located on the northeast corner of Coleman Street and Sixth Street. (ZONE-23-0029) (DH)
- [18.](#) Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

- [19.](#) Consider and act upon authorizing the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2). (HW)
- [20.](#) Consider and act upon authorizing the Town Manager to execute a Proposal for Services with 720 Design for the preparation of a Library Master Plan for \$98,375.00. (LS)
21. 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 the purchase, exchange, lease, or value of real property for municipal purposes and all matters incident and related thereto.

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

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

Development Corporation Board, Planning & Zoning Commission, and the Community Engagement Committee, and all matters incident and related thereto.

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

Section 551.071 - Consultation with the Town Attorney regarding legal issues associated with an ordinance regarding solicitation to motor vehicle occupants, and motor vehicle weight limits, 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, April 26, 2024, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

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

NOTICE

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

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



MINUTES

Item 2.

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

Call to Order/ Roll Call.

The meeting was called to order at 8:00 a.m.

Council Members Present:

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

Council Members Absent:

Mayor Pro-Tem Craig Andres
Councilmember Charles Cotten

Staff Members Present:

Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Cameron Reeves, Councilmember Elect
Marc Rylander, Facilitator

Items for Individual Consideration

1. Discuss the Strategic Visioning Priorities and goals for the Town.

The Town Council reviewed and discussed the five current Strategic Visioning short-term and long-term goals within each of the Priorities. The Town Council noted moving the 2025 bond program from a long-term goal to a short-term goal under Goal 1, Accelerating of Infrastructure. The Town Council also identified topics within each short-term goal that they would like to continue to explore.

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 into Work Session

The Executive Session was not held.

Adjourn.

The meeting was adjourned at 1:15 p.m.

These minutes were approved on the 30th day of April 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



MINUTES
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, April 16, 2024

Call to Order/ Roll Call.

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

Council Members Present:

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

Council Members Absent:

- Mayor Pro-Tem Craig Andres

Staff Members Present:

- Mario Canizares, Town Manager
- Michelle Lewis Sirianni, Town Secretary
- Jeremy Page, Town Attorney
- Chuck Ewings, Assistant Town Manager
- Mary Ann Moon, Economic Development Director
- Leigh Johnson, IT Director
- Chris Landrum, Finance Director
- Hulon Webb, Director of Engineering Services
- David Hoover, Development Services Director
- Dan Baker, Parks and Recreation Director
- Todd Rice, Communications and Media Relations Manager
- Doug Kowalski, Police Chief

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

Jason McConnell with Prosper United Methodist 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:

Registration is now open for the upcoming Prosper Citizens Fire Academy. Join us and dive deeper into the world of your local Fire Department. Classes will run for 10 weeks, every Thursday evening from 6:30 to 9:00 p.m., starting August 1. Space is limited, and registration closes on July 11! Visit prospertx.gov/citizensfireacademy to register and for additional information.

Join us on Saturday, April 27 from 9 am to noon for a memorable morning in Downtown Prosper full of tail-wagging excitement, delightful treats, and adorable keepsakes! The Paws on Broadway paw-ty will be filled with family entertainment, laughter, and special moments at every turn. For more information, visit the Special Events page under the Parks and Recreation Department or email events@prospertx.gov.

On Saturday, April 27, residents may dispose of prescription drugs through the National Prescription Drug Take-Back Day at the Central Fire Station located at 911 Safety Way from 10:00 a.m. until 2:00 p.m. This is a safe way to get rid of any prescription pills and controlled substance medications.

Youth Summer Camp Registration is now open. Prosper summer camps will keep your child moving, thinking, and meeting friends. Visit prospertx.gov/programs to register and for additional information such as camp descriptions, dates, times, locations, and rates.

Join us in observing the National Day of Prayer on Thursday, May 2. The gathering begins at 11:30 a.m. on the north side of Town Hall with prayer and worship service beginning at noon.

Join us on Saturday, May 4 for Movie Night featuring the movie Star Wars: The Rise of Skywalker from 6:30 p.m. to 10:30 p.m. The movie will begin at 7:30 p.m. Remember to bring your blanket and chairs. This community event is offered at no charge. For more information, visit the Special Events page under the Parks and Recreation Department or email events@prospertx.gov.

Mr. Canizares congratulated the Prosper High School girls soccer team on their state victory.

Presentations.

1. **Proclamation recognizing April 14-20, 2024, as National Public Safety Telecommunicators Week. (MLS)**

Mayor Bristol read and presented a Proclamation to members of the Prosper Dispatch and Telecommunicators team.

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 March 26, 2024, Town Council Work Session meeting. (MLS)**
3. **Consider and act upon the minutes from the March 26, 2024, Town Council Regular meeting. (MLS)**
4. **Consider and act upon authorizing the Town Manager to enter into a Professional Services Agreement with Burgess and Niple for wastewater line smoke testing services. (CE)**
5. **Consider and act upon approval of Ordinance 2024-30 amending and adopting the Town of Prosper 2024 Water Conservation Plan and Water Resource and Emergency Management Plan. (CE)**
6. **Consider and act upon authorizing the Town Manager to enter into an agreement with Fuquay, Inc., to rehabilitate 20 wastewater manholes. (CE)**
7. **Consider and act upon awarding CSP No. 2024-15-A to The Christmas Light Company, related to annual Christmas Display Services; and authorizing the Town Manager to execute a contract for the same. (DB)**
8. **Consider and act upon approving a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of plans and**

construction documents for hike & bike trail connections within the Doe Branch Property and authorizing the Town Manager to execute documents for the same. (DB)

9. Consider and act upon approving a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of a conceptual rendering and plans and construction documents for screening elements and trail / sidewalk within the Right of Way along Prosper Trail and authorizing the Town Manager to execute documents for the same. (DB)
10. Consider and act upon approving a Professional Services Agreement between Knight Erosion Control Inc. and the Town of Prosper, Texas, for the design and construction of erosion control improvements in Frontier Park and the Doe Branch Property and authorizing the Town Manager to execute documents for the same. (DB)
11. Consider and act upon authorizing the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2). (HW)
12. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Hunt Wandering Creek Land, LLC, and the Town of Prosper relative to Wandering Creek. (DH)
13. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

Councilmember Kern requested to pull item 9.

Deputy Mayor Pro-Tem Ray requested to pull items 10, 11, and 12.

Councilmember Hodges made a motion to approve consent agenda items 2 through 8, and 13. Councilmember Cotten seconded the motion. Motion carried with a 6-0 vote.

Regarding item 9, Councilmember Kern expressed concern about the timing of the project. Mayor Bristol asked about accelerating the project, and Councilmember Cotten expressed concerns about the budget and funds for the overall cost of the project.

Mr. Baker commented on how the scope of the project has evolved with the addition of the wall with the screening elements. The total cost of the design services is \$157,000 with total project budget funds of \$750,000.

Councilmember Bartely made a motion to approve a Professional Services Agreement between Parkhill and the Town of Prosper, Texas, for the preparation of a conceptual rendering and plans and construction documents for screening elements and trail / sidewalk within the Right of Way along Prosper Trail and authorizing the Town Manager to execute documents for the same. Deputy Mayor Pro-Tem Ray seconded that motion. Motion carried with a 4-2 vote with Councilmembers Kern and Cotten voting in opposition.

Regarding item 10, Deputy Mayor Pro-Tem Ray expressed concerns about costs associated with the two different projects and material being used.

Mr. Baker summarized the details of each project and the costs associated with each.

Deputy Mayor Pro-Tem Ray made a motion to approve a Professional Services Agreement between Knight Erosion Control Inc. and the Town of Prosper, Texas, for the design and construction of erosion control improvements in Frontier Park and the Doe Branch Property and authorizing the Town Manager to execute documents for the same. Councilmember Bartely seconded that motion. Motion carried with a 6-0 vote.

Regarding item 11, Deputy Mayor Pro-Tem Ray questioned the timing sequence of notifications to staff, and if any costs were being incurred. Mr. Canizares verified contract expiration date.

The Town Council discussed penalties with the extension of the contract, project delays, enforcement provisions, and contingency costs.

Councilmember Bartley made a motion to table authorizing the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2) to April 30, 2024. Deputy Mayor Pro-Tem Ray seconded that motion. Motion carried with a 6-0 vote.

Regarding item 12, Deputy Mayor Pro-Tem Ray asked about the materials listed within the Planned Development Ordinance versus the Development Agreement.

Mr. Hoover explained that the original ordinance was approved before the passing of the state law that prohibits municipalities from regulating building materials; therefore, no development agreement was necessary at that time. The proposed Development Agreement addresses the alterations requested by the developer regarding roofing requirements and clarifies some regulations listed in the Planned Development.

Deputy Mayor Pro-Tem Ray made a motion to approve authorizing the Town Manager to execute a Development Agreement between Hunt Wandering Creek Land, LLC, and the Town of Prosper relative to Wandering Creek. Councilmember Bartley seconded that motion. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

14. **Conduct a public hearing and consider and act upon a request for a Specific Use Permit (SUP) to allow a Licensed Child-Care Center use, on 2.0± acres, on Barnes Addition, Block A, Lot 1, located on the east side of Parvin Street and 190± feet south of Seventh Street. (ZONE-23-0038) (DH)**

Mr. Hoover stated the purpose of the request and indicated that the applicant plans to convert an existing residential home into the proposed child-care center. Mr. Hoover identified the location, the surrounding zoning, criteria of an SUP, and outlined the applicant's proposal. The applicant is requesting two conditions to be considered. The Planning and Zoning Commission recommended approval subject to conditions of the

landscape easement on the northern boundary shall be a minimum of ten feet, and the screening around the property shall be a six-foot masonry wall. Staff is recommending approval with the listed conditions.

Mr. Oelfke spoke on the applicant's behalf. He stated that the applicants desired to convert the house into a child-care center with classrooms, a barn, and a greenhouse. They would also like to place softer landscaping materials along the fence versus masonry.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council discussed the surrounding land uses and location, fencing materials, the purpose of the barn, and animals.

Councilmember Cotten made a motion to approve a request for a Specific Use Permit (SUP) to allow a Licensed Child-Care Center use, on 2.0± acres, on Barnes Addition, Block A, Lot 1, located on the east side of Parvin Street and 190± feet south of Seventh Street subject to the recommendations from the Planning and Zoning Commission.

Motion fails due to lack of second.

Councilmember Hodges made a motion to deny a request for a Specific Use Permit (SUP) to allow a Licensed Child-Care Center use, on 2.0± acres, on Barnes Addition, Block A, Lot 1, located on the east side of Parvin Street and 190± feet south of Seventh Street. Councilmember Bartley seconded that motion. Motion carried with a 5-1 vote. Councilmember Cotten voting in opposition.

15. Conduct a public hearing and consider and act upon a request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development–Downtown Office to allow multifamily, office, and retail uses, located on the northeast corner of Coleman Street and Sixth Street. (ZONE-23-0029) (DH)

Mr. Hoover stated this item was previously presented to the Town Council at their March 26 meeting. Based on the feedback received, staff went back to the applicant to address their concerns. Mr. Hoover reviewed the request and item noting the Development Agreement, which follows this item addresses the parking conditions, hours of operation, sign restrictions, and extension of the fence. Staff recommends approval.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council discussed further concerns about the garages, parking, and location of the project.

Deputy Mayor Pro-Tem Ray made a motion to deny a request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development–Downtown Office to allow multifamily, office, and retail uses, located on

the northeast corner of Coleman Street and Sixth Street. Councilmember Hodges seconded that motion. Motion failed with a 2-4 vote.

Councilmember Bartley made a motion to approve a request to rezone 0.3± acres on Prosper Central Addition, Block 1, Lot 1 from Single Family-15 to Planned Development–Downtown Office to allow multifamily, office, and retail uses, located on the northeast corner of Coleman Street and Sixth Street. Councilmember Kern seconded that motion. Motion carried with a 4-2 vote. Deputy Mayor Pro-Tem Ray and Councilmember Hodges voting in opposition.

16. Consider and act upon authorizing the Town Manager to execute a Development Agreement between O E 6th, LLC, and the Town of Prosper relative to Prosper Central Addition, Block 1, Lot 1. (DH)

Mr. Hoover stated this is a companion item to agenda item 15. The Development Agreement addresses building materials, fencing, parking areas, Coleman Street façade, signage, and paving of the alleyway. Staff recommends approval.

The Town Council briefly discussed storage within garages and enforcement.

Councilmember Bartley made a motion to approve a Development Agreement between O E 6th, LLC, and the Town of Prosper relative to Prosper Central Addition, Block 1, Lot 1. Councilmember Cotten seconded that motion. Motion carried with a 6-0 vote.

17. Consider and act upon authorizing the Town Manager to execute an Amendment to Participating Member Contract between the Upper Trinity Regional Water District, and the Town of Prosper, Texas, related to subscribing for additional wastewater treatment capacity associated with the expansion of the Doe Branch Water Reclamation Plant. (CE)

Mr. Ewings stated this item was tabled to allow for the Finance and CIP Subcommittees to review the proposed project and costs. Both committees have since met and recommended support for the proposed agreement. Town staff has reviewed options to include a Town constructed treatment plant or constructing additional lift stations and force mains to send flow to the Wilson Creek Plant. Constructing a Town operated plant would have a similar cost and additional lift stations may not provide the needed capacity along with significant maintenance costs. Mr. Ewings reviewed the terms of the contract amendment and the Town's share of estimated costs. Staff is recommending approval.

Councilmember Hodges asked what would happen if the Town did not approve. Mr. Ewings explained the Town is incurring daily surcharges for going over capacity. The Town could build their own and/or expand their current lift station.

Deputy Mayor Pro-Tem Ray made a motion to approve authorizing the Town Manager to execute an Amendment to Participating Member Contract between the Upper Trinity Regional Water District, and the Town of Prosper, Texas, related to subscribing for additional wastewater treatment capacity associated with the expansion of the Doe Branch Water Reclamation Plant. Councilmember Hodges seconded that motion. Motion carried with a 6-0 vote.

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

Legislative Subcommittee: Mayor Bristol noted the meeting was rescheduled to next month.

Finance Subcommittee: Deputy Mayor Pro-Tem Ray stated the committee reviewed the Upper Trinity Regional Water District item.

CIP Subcommittee: Councilmember Cotten stated they also reviewed the Upper Trinity Regional Water District item along with the Prosper Trail project. He indicated that they meet again on April 29 to review additional projects.

Downtown Advisory Committee: Councilmember Kern stated the committee met with and interviewed three (3) design firms regarding the arches for Downtown.

Community Engagement Committee: Councilmember Bartley stated the committee is reaching out to HOA's and other entities to be a part of their community events to reach out and engage with residents.

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

No comments were made.

EXECUTIVE SESSION:

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

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

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

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

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

The Town Council recessed into Executive Session at 8:15 p.m.

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

The Town Council reconvened into Regular Session at 9:38 p.m.

Deputy Mayor Pro-Tem Ray made a motion to authorize the Town Manager to execute all documentation related to the sale of an approximate 0.165 acre tract of Town property, generally located at the southwest corner of Fishtrap Road and Red Fox Drive, to the Texas Department of Transportation (TxDOT). Councilmember Hodges seconded that motion. Motion carried with a 5-0 vote. Councilmember Cotten was not present during the vote.

Adjourn.

The meeting was adjourned at 9:39 p.m.

These minutes were approved on the 30th day of April 2024.

APPROVED:

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: Consider acceptance of the March 2024 Monthly Financial Report (CL)

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider acceptance of the March 2024 monthly financial report. (CL)

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 March 2024 was prepared in the old format. This format is not particularly “user friendly” and staff is looking to reformat the monthly financial reports after the ERP software conversion.

Budget Impact:

There is no budget impact.

Legal Obligations and Review:

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

Attached Documents:

1. Monthly Financial Report – March 31, 2024
2. Second Quarter Financial Summary

Town Staff Recommendation:

Town staff recommends Town Council vote to accept submission of the monthly financial report for the period March 2024 in compliance with the requirements of the Town Charter.

Proposed Motion:

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



MONTHLY FINANCIAL REPORT

as of March 31, 2024

Cash/Budgetary Basis

Prepared by
Finance Department

April 30, 2024

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

March 2024

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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
March 31, 2024
Expected Year to Date Percent 50%

GENERAL FUND

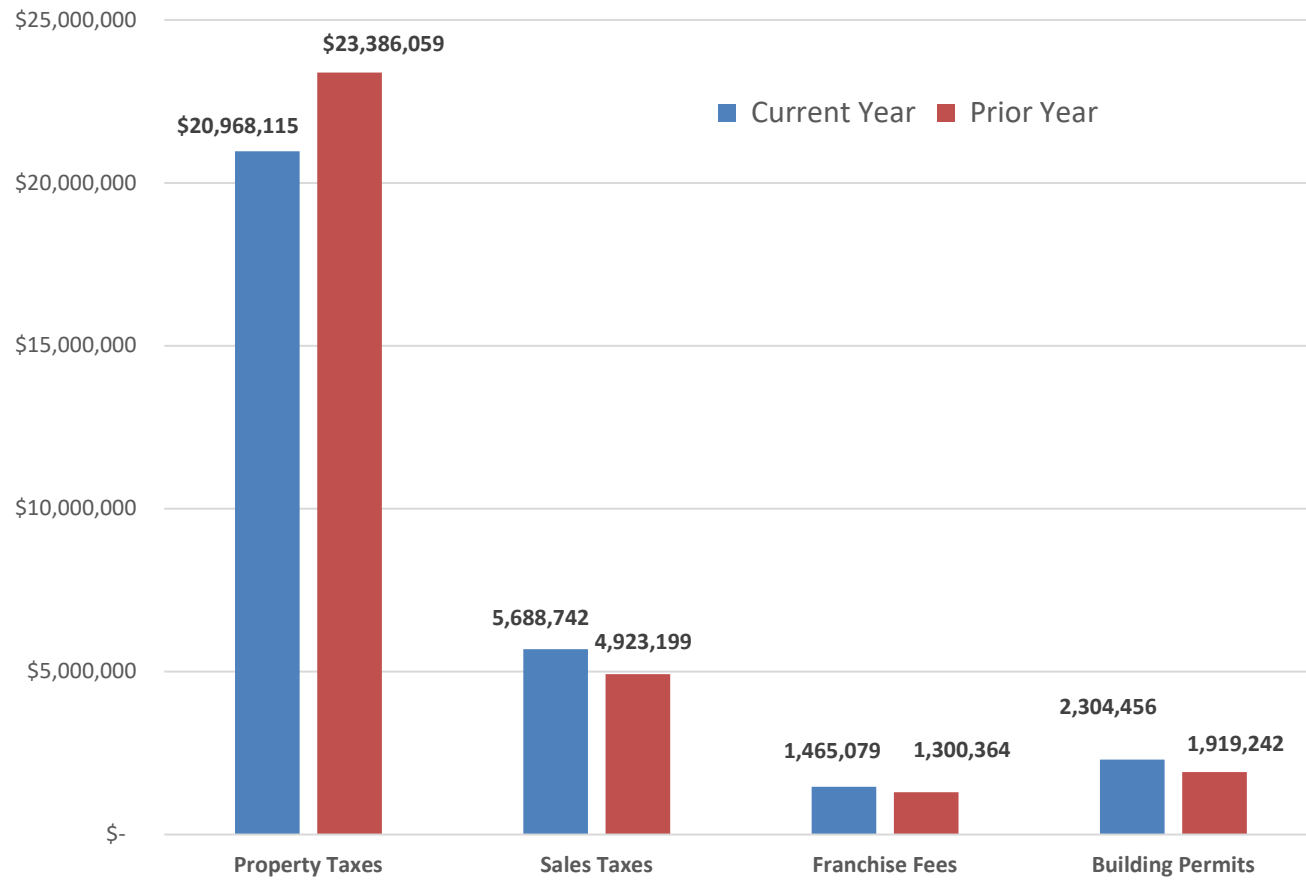
	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	\$ 21,146,121	\$ -	\$ 21,146,121	\$ 20,968,115	\$ -	\$ 178,006	99%	1,3	\$ 23,386,059	-10%
Sales Taxes	11,091,492	-	11,091,492	5,688,742	-	5,402,750	51%		4,923,199	16%
Franchise Fees	3,221,816	-	3,221,816	1,465,079	-	1,756,737	45%	2	1,300,364	13%
Building Permits	3,700,000	-	3,700,000	2,304,456	-	1,395,544	62%		1,919,242	20%
Other Licenses, Fees & Permits	2,180,050	-	2,180,050	1,013,422	-	1,166,628	46%		584,412	73%
Charges for Services	1,296,023	-	1,296,023	674,690	-	621,333	52%		598,021	13%
Fines & Warrants	300,500	-	300,500	210,798	-	89,702	70%		187,159	13%
Intergovernmental Revenue (Grants)	37,840	-	37,840	18,884	-	18,956	50%		125,733	-85%
Interest Income	750,000	-	750,000	486,823	-	263,177	65%		463,512	5%
Miscellaneous	63,751	-	63,751	110,991	-	(47,240)	174%		48,314	130%
Park Fees	814,100	-	814,100	282,099	-	532,001	35%		244,343	15%
Transfers In	1,297,102	6,084	1,303,186	648,551	-	654,635	50%		617,667	5%
Total Revenues	\$ 45,898,795	\$ 6,084	\$ 45,904,879	\$ 33,872,651	\$ -	\$ 12,032,228	74%		\$ 34,398,026	-2%
EXPENDITURES										
Administration	\$ 9,991,267	\$ 129,935	\$ 10,121,202	\$ 4,911,608	\$ 528,645	\$ 4,680,949	54%		\$ 3,587,167	37%
Police	9,595,898	411,208	10,007,106	4,304,520	724,047	4,978,539	50%		3,328,760	29%
Fire/EMS	10,562,840	(14,528)	10,548,312	5,206,558	235,087	5,106,667	52%		4,510,967	15%
Public Works	4,567,242	90,681	4,657,923	1,489,894	476,062	2,691,967	42%		1,775,030	-16%
Community Services	7,486,803	(64,931)	7,421,873	3,129,698	498,116	3,794,058	49%		2,416,843	29%
Development Services	4,139,855	(559)	4,139,296	1,509,263	85,050	2,544,984	39%		1,427,529	6%
Engineering	2,684,047	15,613	2,699,660	1,171,898	56,520	1,471,243	46%		1,135,541	3%
Transfers Out	-	262,500	262,500	262,500	-	-	100%	4	3,890,243	-93%
Total Expenses	\$ 49,027,952	\$ 829,920	\$ 49,857,872	\$ 21,985,939	\$ 2,603,527	\$ 25,268,406	49%		\$ 22,072,080	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (3,129,157)	\$ (823,836)	\$ (3,952,993)	\$ 11,886,712					\$ 12,325,946	
Beginning Fund Balance October 1			15,011,987	15,011,987						
Ending Fund Balance			<u>\$ 11,058,994</u>	<u>\$ 26,898,700</u>						

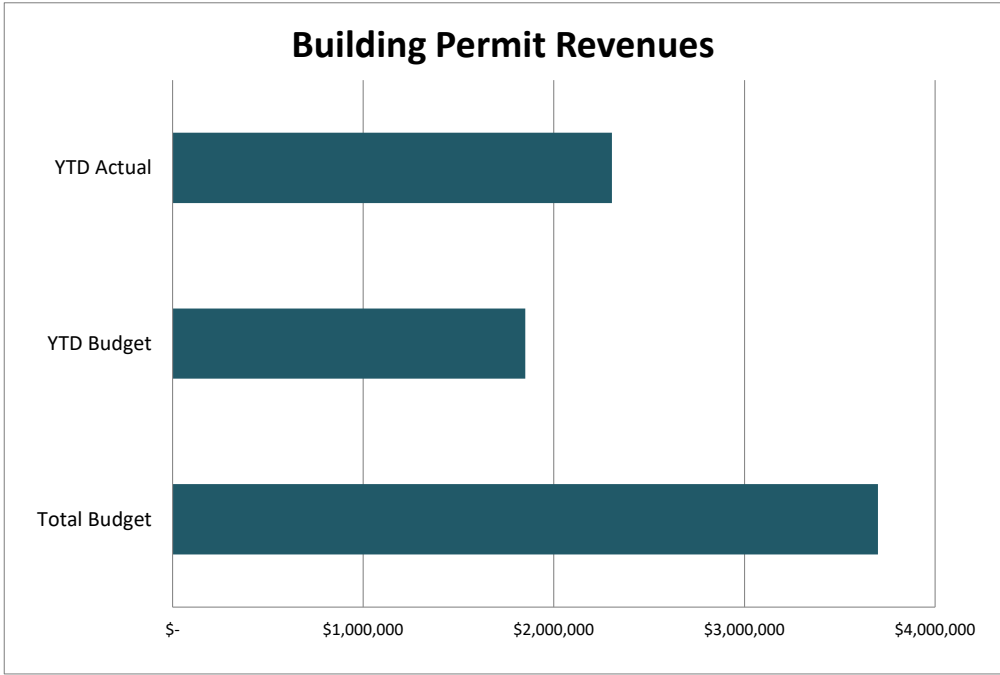
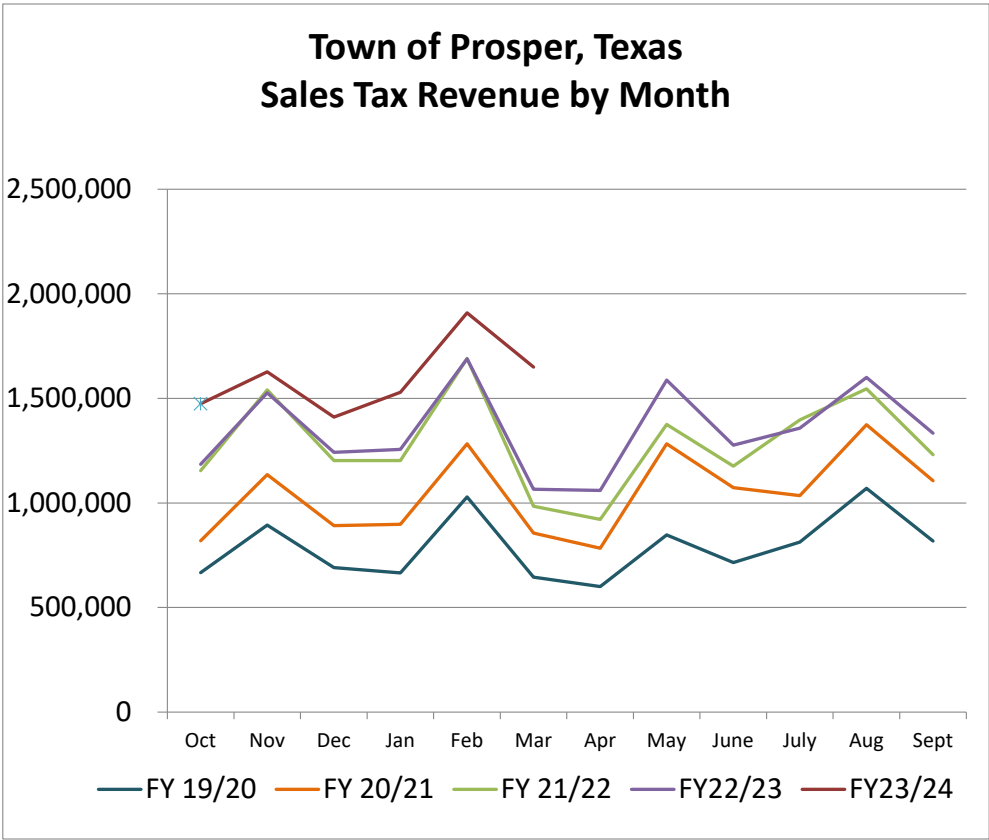
Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise fees and other various license and fees are paid quarterly or annually.
- 3 The negative change from prior year is due to the capital dedicated portion of the levy being recorded directly to the capital project fund.
- 4 Transfers Out consists of \$122,500 for Downtown Streets & Alleys and \$140,000 for Parks Master Plan, to Capital Projects Fund.
- 5 Fund Balance Contingency per Charter and Reserve for FY23 = \$9,586,518 (21%).

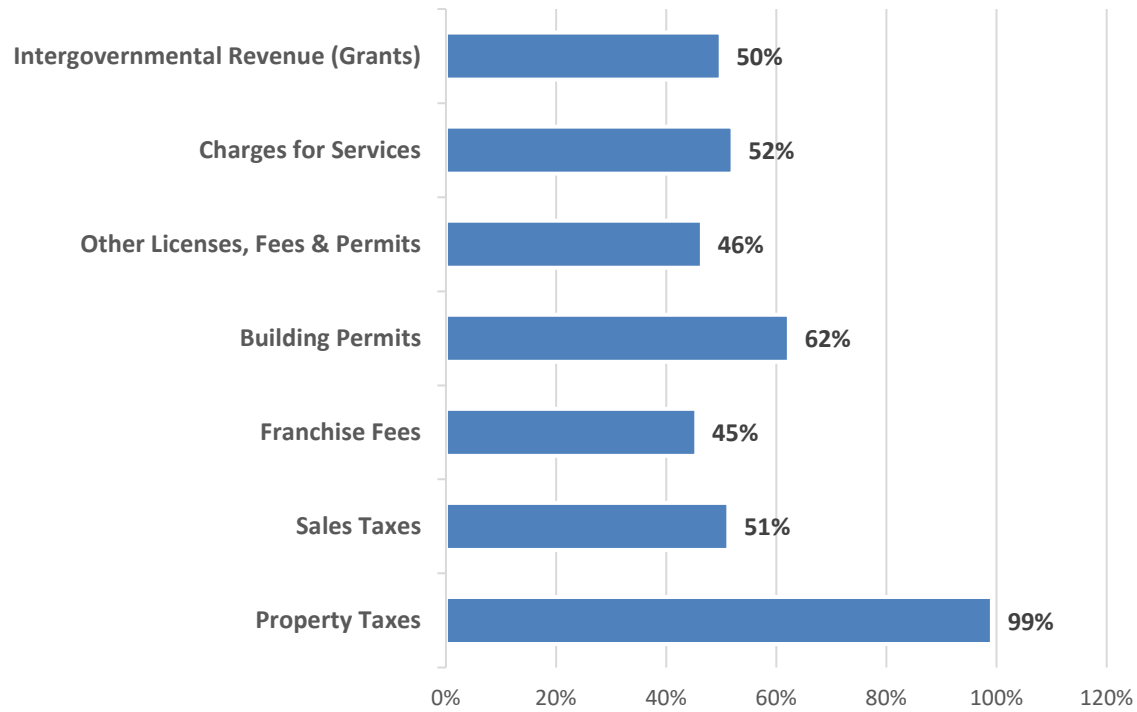
GENERAL FUND REVENUE

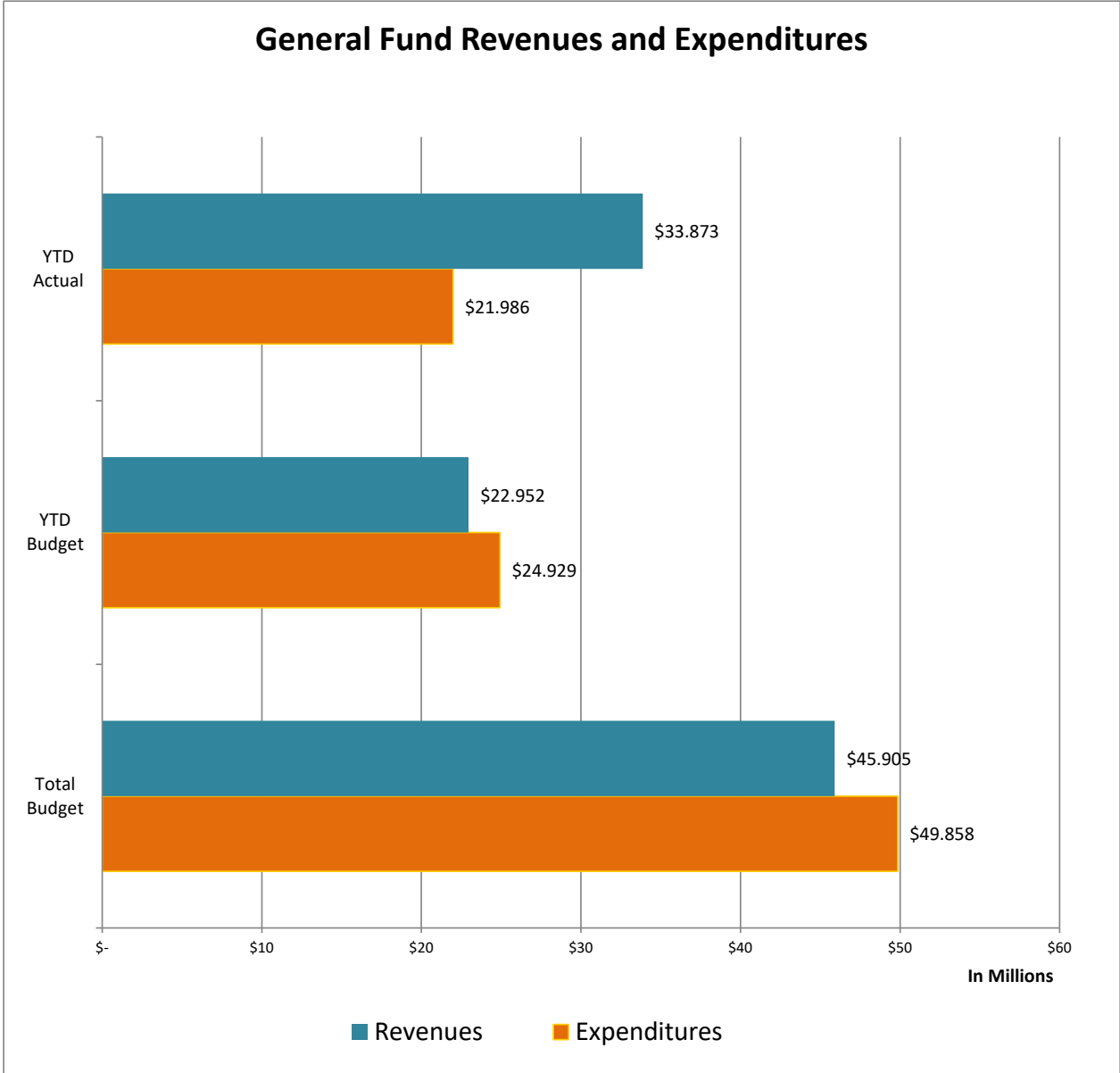
Current YTD to Prior Year YTD Actual Comparison





GENERAL FUND YTD REVENUE % OF ANNUAL BUDGET





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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 1,516,287	\$ -	\$ 1,544,519	50%		\$ 1,325,443	14%
Interest Income	1,200	-	1,200	-	-	1,200	0%		2	-100%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,062,006	\$ -	\$ 3,062,006	\$ 1,516,287	\$ -	\$ 1,545,719	50%		\$ 1,325,445	14%
EXPENDITURES										
Personnel	\$ 3,167,364	\$ -	\$ 3,167,364	\$ 1,539,254	\$ -	\$ 1,628,110	49%		\$ 1,373,653	12%
Other	1,200	-	1,200	7,350	-	(6,150)	612%		(9,299)	-179%
Total Expenditures	\$ 3,168,564	\$ -	\$ 3,168,564	\$ 1,546,603	\$ -	\$ 1,621,961	49%		\$ 1,364,354	13%
REVENUE OVER (UNDER) EXPENDITURES	\$ (106,558)	\$ -	\$ (106,558)	\$ (30,316)					\$ (38,909)	
Beginning Fund Balance October 1			210,707	210,707					302,439	
Ending Fund Balance Current Month			<u>\$ 104,149</u>	<u>\$ 180,391</u>					<u>\$ 263,530</u>	

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

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	\$ 3,060,806	\$ -	\$ 3,060,806	\$ 1,519,632	\$ -	\$ 1,541,174	50%		\$ 1,323,893	15%
Interest Income	600	-	600	2,628	-	(2,028)	438%		1,364	93%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 3,061,406	\$ -	\$ 3,061,406	\$ 1,522,261	\$ -	\$ 1,539,145	50%		\$ 1,325,257	15%
EXPENDITURES										
Personnel	\$ 3,026,823	\$ -	\$ 3,026,823	\$ 1,353,047	\$ -	\$ 1,673,776	45%		\$ 1,289,599	5%
Other	2,400	-	2,400	7,350	-	(4,950)	306%		(9,299)	-179%
Total Expenditures	\$ 3,029,223	\$ -	\$ 3,029,223	\$ 1,360,396	\$ -	\$ 1,668,827	45%		\$ 1,280,301	6%
REVENUE OVER (UNDER) EXPENDITURES	\$ 32,183	\$ -	\$ 32,183	\$ 161,864					\$ 44,957	
Beginning Fund Balance October 1			495,556	495,556					203,982	
Ending Fund Balance Current Month			<u>\$ 527,739</u>	<u>\$ 657,420</u>					<u>\$ 248,939</u>	

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TIRZ #1 - BLUE STAR

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	\$ -	\$ -	\$ -	\$ 68,770	\$ (68,770)	0%		\$ -	0%
Wastewater Impact Fees	750,000	-	750,000	285,022	464,978	38%		94,492	202%
East Thoroughfare Impact Fees	-	-	-	37,805	(37,805)	0%		-	0%
Property Taxes - Town (Current)	1,108,174	-	1,108,174	-	1,108,174	0%		810,076	-100%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	236,601	-	236,601	-	236,601	0%		-	0%
Sales Taxes - Town	1,372,209	-	1,372,209	520,860	851,349	38%		474,811	10%
Sales Taxes - EDC	1,149,225	-	1,149,225	436,221	713,004	38%		397,655	10%
Interest Income	6,000	-	6,000	35,046	(29,046)	584%		33,678	4%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 4,622,209	\$ -	\$ 4,622,209	\$ 1,383,723	\$ 3,238,486	30%		\$ 1,810,712	-24%
EXPENDITURES									
Professional Services	\$ 6,000	\$ -	\$ 6,000	\$ -	\$ 6,000	0%		\$ -	0%
Developer Rebate	4,616,209	-	4,616,209	-	4,616,209	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 4,622,209	\$ -	\$ 4,622,209	\$ -	\$ 4,622,209	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 1,383,723				\$ 1,810,712	
Beginning Fund Balance October 1			989,032	989,032				301,260	
Ending Fund Balance Current Month			<u>\$ 989,032</u>	<u>\$ 2,372,755</u>				<u>\$ 2,111,972</u>	

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TIRZ #2

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	\$ 39,537	\$ -	\$ 39,537	\$ -	\$ 39,537	0%		\$ 33,061	-100%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		-	0%
Property Taxes - County (Current)	8,441	-	8,441	-	8,441	0%		-	0%
Sales Taxes - Town	-	-	-	-	-	0%		-	0%
Sales Taxes - EDC	-	-	-	-	-	0%		-	0%
Interest Income	1,200	-	1,200	635	565	53%		583	9%
Total Revenue	\$ 49,178	\$ -	\$ 49,178	\$ 635	\$ 48,543	1%		\$ 33,644	-98%
EXPENDITURES									
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Developer Rebate	49,178	-	49,178	-	49,178	0%		-	0%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	\$ 49,178	\$ -	\$ 49,178	\$ -	\$ 49,178	0%		\$ -	0%
REVENUE OVER (UNDER) EXPENDITURES			\$ -	\$ 635				\$ 33,644	
Beginning Fund Balance October 1			25,501	25,501				25,189	
Ending Fund Balance Current Month			<u>\$ 25,501</u>	<u>\$ 26,136</u>				<u>\$ 58,833</u>	

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DEBT SERVICE FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	\$ 75,000	\$ -	\$ 75,000	\$ 160,787	\$ -	\$ (85,787)	214%		\$ 96,688	66%
Property Taxes-Current	15,069,531	-	15,069,531	15,453,462	-	(383,931)	103%	1	12,626,933	22%
Taxes-Penalties	40,000	-	40,000	29,908	-	10,092	75%		19,659	52%
Interest Income	20,000	-	20,000	145,389	-	(125,389)	727%		75,459	93%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	\$ 15,204,531	\$ -	\$ 15,204,531	\$ 15,789,546	\$ -	\$ (585,015)	104%		\$ 12,818,739	23%
EXPENDITURES										
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Bond Administrative Fees	20,000	-	20,000	1,000	-	19,000	5%		500	100%
2013 GO Refunding Bond	185,000	(185,000)	-	-	-	-	0%		-	0%
2014 GO Bond Payment	335,000	-	335,000	-	-	335,000	0%		-	0%
2015 GO Bond Payment	1,365,700	-	1,365,700	1,365,700	-	-	100%		1,309,200	4%
2015 CO Bond Payment	475,000	-	475,000	475,000	-	-	100%		465,000	2%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	90,000	-	90,000	90,000	-	-	100%		80,000	13%
2017 CO Debt Payment	450,000	-	450,000	450,000	-	-	100%		85,000	429%
2018 GO Debt Payment	150,000	-	150,000	150,000	-	-	100%		145,000	3%
2018 CO Debt Payment	500,000	-	500,000	500,000	-	-	100%	2	475,000	5%
2019 CO Debt Payment	340,022	-	340,022	340,022	-	-	100%		399,806	-15%
2019 GO Debt Payment	165,000	-	165,000	165,000	-	-	100%		160,000	3%
2020 CO Debt Payment	265,000	-	265,000	265,000	-	-	100%		255,000	4%
2021 CO Debt Payment	260,000	-	260,000	260,000	-	-	100%		245,000	6%
2021 GO Debt Payment	1,290,000	-	1,290,000	1,290,000	-	-	100%		1,225,000	5%
2022 GO Debt Payment	3,603,450	(2,633,450)	970,000	970,000	-	-	100%		1,890,000	-49%
2023 GO Debt Payment	-	2,055,000	2,055,000	2,055,000	-	-	100%		-	0%
2023 GO Refunding Debt Payment	-	175,000	175,000	175,000	-	-	100%		-	0%
Bond Interest Expense	5,458,264	1,383,880	6,842,144	3,414,404	-	3,427,740	50%		2,785,327	23%
Total Expenditures	\$ 14,952,436	\$ 795,430	\$ 15,747,866	\$ 11,966,125	\$ -	\$ 3,781,740	76%		\$ 9,519,832	26%
REVENUE OVER (UNDER) EXPENDITURES	\$ 252,095	\$ (795,430)	\$ (543,335)	\$ 3,823,420					\$ 3,298,907	
Beginning Fund Balance October 1			1,330,265	1,330,265					2,619,367	
Ending Fund Balance Current Month			<u>\$ 786,930</u>	<u>\$ 5,153,686</u>					<u>\$ 5,918,274</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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SPECIAL REVENUE FUNDS

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Police Donation Revenue	\$ 15,500	\$ -	\$ 15,500	\$ 8,199	\$ -	\$ 7,301	53%		\$ 15,165	-46%
Fire Donation Revenue	15,500	-	15,500	7,999	-	7,501	52%		7,725	4%
Child Safety Revenue	28,000	-	28,000	6,640	-	21,360	24%		6,420	3%
Court Security Revenue	8,000	-	8,000	6,248	-	1,752	78%		5,743	9%
Court Technology Revenue	7,500	-	7,500	5,169	-	2,331	69%		4,774	8%
Municipal Jury revenue	150	-	150	125	-	25	83%		114	9%
Interest Income	2,425	-	2,425	48,781	-	(46,356)	2012%		12,188	300%
Interest Income CARES/ARPA Funds	180,000	-	180,000	103,820	-	76,180	58%		100,785	3%
Tree Mitigation	-	-	-	43,265	-	(43,265)	0%		244,038	-82%
Escrow Income	-	-	-	167,514	-	(167,514)	0%		-	0%
Cash Seizure Forfeit	-	-	-	1,667	-	(1,667)	0%		-	0%
Miscellaneous	3,000	-	3,000	8,756	-	(5,756)	292%		2,416	262%
CARES Act/ARPA Funding	6,102,367	(6,102,367)	-	-	-	-	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 6,362,442	\$ (6,102,367)	\$ 260,075	\$ 408,182	\$ -	\$ (148,107)	157%		\$ 399,366	2%
EXPENDITURES										
LEOSE Expenditure	\$ 6,500	\$ -	\$ 6,500	\$ 3,955	\$ -	\$ 2,545	61%		\$ 3,300	20%
Court Technology Expense	13,950	-	13,950	-	-	13,950	0%		-	0%
Court Security Expense	16,860	-	16,860	-	-	16,860	0%		50	-100%
Police Donation Expense	26,872	-	26,872	333	23,880	2,659	90%		1,030	-68%
Fire Donation Expense	10,000	-	10,000	2,140	-	7,860	21%		1,983	8%
Child Safety Expense	3,000	-	3,000	230	-	2,770	8%		22,238	-99%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
Police Seizure Expense	12,995	-	12,995	867	-	-	7%		-	0%
CARES Act/ARPA Funding	-	-	-	-	-	-	0%		-	0%
Transfer Out (ARPA Funds)	6,348,861	(6,102,367)	246,494	-	-	246,494	0%		-	0%
Transfer Out (Tree Mitigation Funds)	-	-	-	200,000	-	(200,000)	0%	1	-	0%
Transfer Out (Escrow Funds)	-	-	-	167,514	-	(167,514)	0%	2	-	0%
Total Expenses	\$ 6,439,038	\$ (6,102,367)	\$ 336,671	\$ 375,039	\$ 23,880	\$ (74,376)	118%		\$ 28,601	1211%
REVENUE OVER (UNDER) EXPENDITURES	\$ (76,596)	\$ -	\$ (76,596)	\$ 33,143					\$ 370,765	
Beginning Fund Balance October 1			2,353,529	2,353,529					567,535	
Ending Fund Balance Current Month			<u>\$ 2,276,933</u>	<u>\$ 2,386,673</u>					<u>\$ 938,300</u>	

Notes
 1 \$200,000 for Lakewood Park project budgeted in Capital Projects Fund.
 2 \$167,514 for Windsong Escrow to Impact Fee Fund for Developer Reimbursement.

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication-Fees	\$ 300,000	\$ -	\$ 300,000	\$ 273,806	\$ -	\$ 26,194	91%		\$ -	0%
Park Improvements	220,000	-	220,000	369,396	-	(149,396)	168%		-	0%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Interest-Park Dedication	2,000	-	2,000	12,221	-	(10,221)	611%		15,532	-21%
Interest-Park Improvements	4,050	-	4,050	22,281	-	(18,231)	550%		18,508	20%
Park Dedication - Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 526,050	\$ -	\$ 526,050	\$ 677,704	\$ -	\$ (151,654)	129%		\$ 34,040	1891%
EXPENDITURES										
Pecan Grove Park	-	5,200	5,200	5,200	-	-	100%		244,819	-98%
Capital Project	800,000	-	800,000	-	-	800,000	0%		-	0%
Land Acquisition	913,800	(913,800)	-	-	-	-	0%		-	0%
Transfers Out	-	2,063,800	2,063,800	1,313,800	-	750,000	64%	1	-	0%
Total Expenses	\$ 1,713,800	\$ 1,155,200	\$ 2,869,000	\$ 1,319,000	\$ -	\$ 1,550,000	46%		\$ 244,819	439%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,187,750)	\$ (1,155,200)	\$ (2,342,950)	\$ (641,296)					\$ (210,780)	
Beginning Fund Balance October 1			2,316,978	2,316,978						
Ending Fund Balance Current Month			<u>\$ (25,972)</u>	<u>\$ 1,675,682</u>						

Notes

1 \$400,000 for Lakewood Park, \$913,800 for Windsong Park land dedication.

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EAST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
East Thoroughfare Impact Fees	\$ 1,200,000	\$ -	\$ 1,200,000	\$ 461,324				
East Thoroughfare Other Revenue	-	-	-	-				
Interest-East Thoroughfare Impact Fees	100,000	-	100,000	68,301				
Total Revenues	<u>\$ 1,300,000</u>	<u>\$ -</u>	<u>\$ 1,300,000</u>	<u>\$ 529,625</u>				
EXPENDITURES								
Developer Reimbursements								
FM 1461 (SH289-CR 165)	\$ 175,000	\$ -	\$ 175,000	\$ 77,074	\$ -	\$ 97,927		\$ 97,927
Cambridge Park Estates	250,000	-	250,000	-	-	250,000		250,000
Total Developer Reimbursements	<u>\$ 425,000</u>	<u>\$ -</u>	<u>\$ 425,000</u>	<u>\$ 77,074</u>	<u>\$ -</u>	<u>\$ 347,927</u>	<u>\$ -</u>	<u>\$ 347,927</u>
Capital Expenditures								
Coit Road (First - Frontier)	1,289,900	50,000	364,726	414,726	17,772	343,768	53,187	925,776
Impact Fee Study	50,000	-	44,167	44,167	1,595	42,572	-	8,646
Total Projects	<u>\$ 1,339,900</u>	<u>\$ 50,000</u>	<u>\$ 408,893</u>	<u>\$ 458,893</u>	<u>\$ 19,367</u>	<u>\$ 386,340</u>	<u>\$ 53,187</u>	<u>\$ 934,422</u>
Transfer to Capital Project Fund	1,820,000	-	-	-	-	-	-	1,820,000
Total Transfers Out	<u>\$ 1,820,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,820,000</u>
Total Expenditures	<u>\$ 3,584,900</u>	<u>\$ 475,000</u>	<u>\$ 408,893</u>	<u>\$ 883,893</u>	<u>\$ 96,440</u>	<u>\$ 386,340</u>	<u>\$ 401,113</u>	<u>\$ 934,422</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ 416,107	\$ 433,185				
Beginning Fund Balance October 1			2,551,734	2,551,734				
Ending Fund Balance Current Month			<u>\$ 2,967,841</u>	<u>\$ 2,984,919</u>				

TOWN OF PROSPER, TEXAS
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WEST THOROUGHFARE IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
West Thoroughfare Impact Fees	4,000,000	-	4,000,000	2,153,781				
West Thoroughfare Other Revenue	-	-	-	-				
Interest-West Thoroughfare Impact Fees	150,000	-	150,000	151,794				
Transfers In	-	-	-	167,514				
Total Revenues	\$ 4,150,000	\$ -	\$ 4,150,000	\$ 2,473,089				
EXPENDITURES								
Developer Reimbursements								
Parks at Legacy Developer Reimb	450,000	450,000	-	450,000	225,759		224,241	224,241
Star Trail Developer Reimb	1,500,000	1,500,000	-	1,500,000	-		1,500,000	1,500,000
Tellus Windsong Developer Reimb	571,668	571,668	-	571,668	-		571,668	571,668
Legacy Garden Developer Reimb	103,492	103,492	-	103,492	-		103,492	103,492
Westside Developer Reimb	-	-	-	-	69,468		(69,468)	(69,468)
Total Developer Reimbursements	\$ 2,625,160	\$ 2,625,160	\$ -	\$ 2,625,160	\$ 295,227	\$ -	\$ 2,329,933	\$ 2,329,933
Capital Expenditures								
Impact Fee Study	50,000	50,000	(2,813)	47,187	-	-	47,187	50,000
Impact Fee Study	41,354	-	44,167	44,167	1,595	42,572	-	(2,813)
Fishtrap (Elem-DNT)	300,000	300,000	-	300,000	-	-	300,000	300,000
Teel - 380 Intersect	300,000	300,000	-	300,000	-	-	300,000	300,000
Total Projects	\$ 691,354	\$ 650,000	\$ 41,354	\$ 691,354	\$ 1,595	\$ 42,572	\$ 647,187	\$ 647,187
Transfer to Capital Project Fund	-	-	-	-	-	-	-	-
Total Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 3,316,514	\$ 3,275,160	\$ 41,354	\$ 3,316,514	\$ 296,821	\$ 42,572	\$ 2,977,120	\$ 2,977,120
REVENUE OVER (UNDER) EXPENDITURES			\$ 833,486	\$ 2,176,267				
Beginning Fund Balance October 1			4,678,905	4,678,905				
Ending Fund Balance Current Month			\$ 5,512,391	\$ 6,855,172				

TOWN OF PROSPER, TEXAS
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WATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
REVENUES									
Impact Fees Water	\$ 3,250,000	\$ -	\$ 3,250,000	\$ 1,609,937					
Interest Income	200,000	-	200,000	190,517					
Total Revenues	<u>\$ 3,450,000</u>	<u>\$ -</u>	<u>\$ 3,450,000</u>	<u>\$ 1,800,454</u>					
EXPENDITURES									
Developer Reimbursements									
Cambridge Park Estates	\$ -	\$ -	\$ -	\$ -		\$ -		\$ -	
Parks at Legacy Developer Reimb	319,981	319,981	-	319,981	-	319,981		319,981	
Star Trail Developer Reimb	412,192	412,192	-	412,192	-	412,192		412,192	
Victory at Frontier Developer Reimb	128,471	128,471	-	128,471	-	128,471		128,471	
Westside Developer Reimb	300,000	300,000	-	300,000	-	300,000		300,000	
TVG Windsong Developer Reimb	1,020,000	1,020,000	-	1,020,000	-	1,020,000		1,020,000	
Total Developer Reimbursements	<u>\$ 2,180,644</u>	<u>\$ 2,180,644</u>	<u>\$ -</u>	<u>\$ 2,180,644</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,180,644</u>	<u>\$ 2,180,644</u>	
Capital Expenditures									
12" Water Line - DNT	\$ 200,000	\$ 24,250	\$ 58,393	\$ 82,643	\$ 9,786	\$ 25,403	\$ 47,454	\$ 133,107	\$ 90,098
Lower Pressure Plane	3,100,000	3,100,000	(3,100,000)	-	-	-	-	-	-
Lower Pressure Plane Easements	1,500,000	-	-	-	-	-	95	1,499,905	
Impact Fee Study	100,000	100,000	58,239	158,239	17,909	45,957	94,373	41,761	52,612
Total Projects	<u>\$ 4,900,000</u>	<u>\$ 3,224,250</u>	<u>\$ (2,983,367)</u>	<u>\$ 240,883</u>	<u>\$ 27,695</u>	<u>\$ 71,359</u>	<u>\$ 141,828</u>	<u>\$ 174,962</u>	<u>\$ 1,642,615</u>
Transfer to CIP Fund	-	-	3,100,000	3,100,000	3,100,000	-	-	-	-
Total Transfers Out	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,100,000</u>	<u>\$ 3,100,000</u>	<u>\$ 3,100,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Expenditures	<u>\$ 7,080,644</u>	<u>\$ 5,404,894</u>	<u>\$ 116,633</u>	<u>\$ 5,521,527</u>	<u>\$ 3,127,695</u>	<u>\$ 71,359</u>	<u>\$ 2,322,472</u>	<u>\$ 174,962</u>	<u>\$ 3,823,259</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (2,071,527)	\$ (1,327,241)					
Beginning Fund Balance October 1			7,133,053	7,133,053					
Ending Fund Balance Current Month			<u>\$ 5,061,527</u>	<u>\$ 5,805,812</u>					

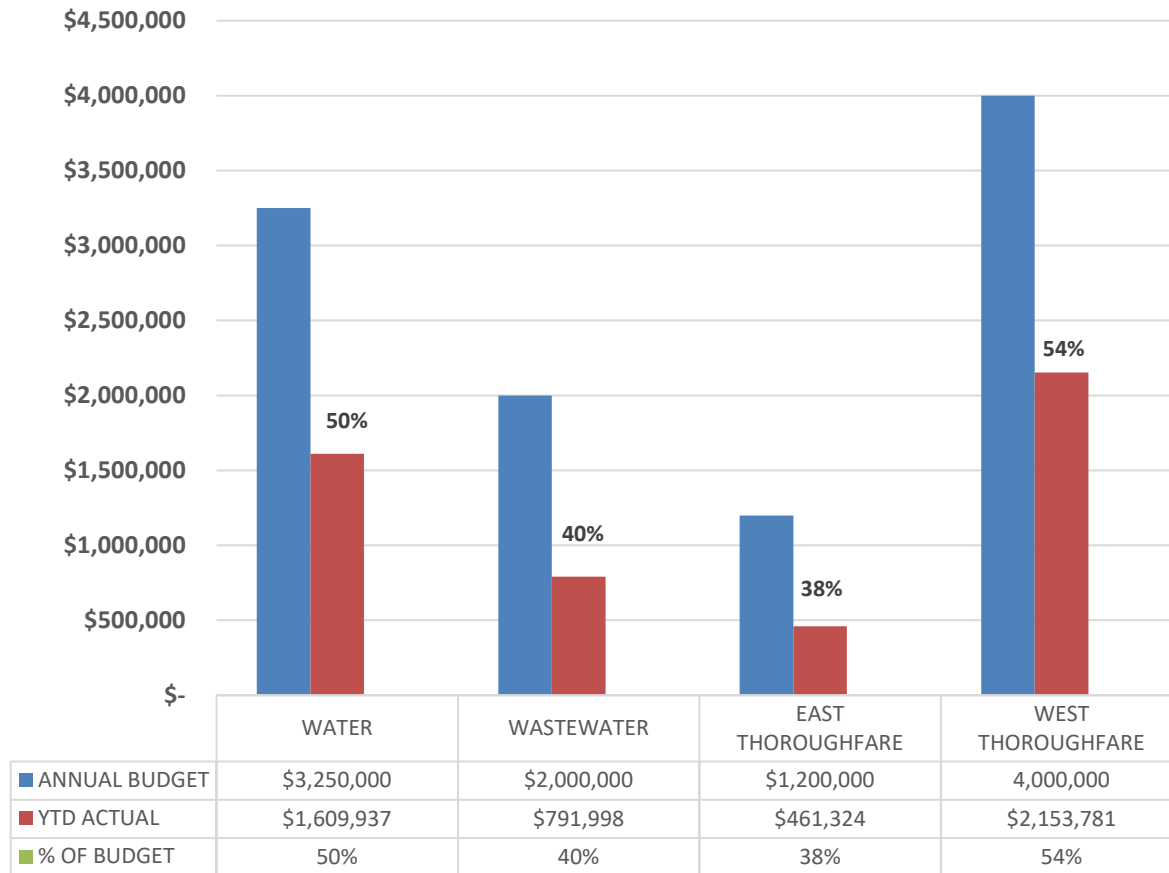
TOWN OF PROSPER, TEXAS
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WASTEWATER IMPACT FEES FUND

Project Budget	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance	
REVENUES									
Impact Fees Wastewater	\$ 2,000,000	\$ -	\$ 2,000,000	\$ 791,998					
Interest Income	100,000	-	100,000	82,025					
Upper Trinity Equity Fee	300,000	-	300,000	134,000					
Total Revenues	\$ 2,400,000	\$ -	\$ 2,400,000	\$ 1,008,023					
EXPENDITURES									
Developer Reimbursements									
TVG Westside Utility Developer Reimb	\$ 222,502	\$ -	\$ 222,502	\$ -		\$ 222,502		\$ 222,502	
Prosper Partners Utility Developer Reimb	100,000	-	100,000	-		100,000		100,000	
Frontier Estates Developer Reimb	-	-	-	21,774		(21,774)		(21,774)	
LaCima Developer Reimb	150,000	-	150,000	-		150,000		150,000	
Brookhollow Developer Reimb	152,146	-	152,146	90,304		61,842		61,842	
TVG Windsong Developer Reimb	650,000	-	650,000	-		650,000		650,000	
All Storage Developer Reimb	168,732	-	168,732	-		168,732		168,732	
Legacy Garden Developer Reimb	86,711	-	86,711	-		86,711		86,711	
Total Developer Reimbursements	\$ 1,530,091	\$ -	\$ 1,530,091	\$ 112,078	\$ -	\$ 1,418,013	\$ -	\$ 1,418,013	
Capital Expenditures									
Doe Branch Wastewater Lines	\$ 975,000	\$ 212,000	\$ 669,859	\$ 881,859	\$ 149,062	\$ 424,002	\$ 308,795	\$ 275,380	\$ 126,556
Impact Fee Study	100,000	-	74,186	74,186	27,426	46,760	-	41,761	(15,947)
Total Projects	\$ 1,075,000	\$ 212,000	\$ 744,045	\$ 956,045	\$ 176,487	\$ 470,762	\$ 308,795	\$ 317,141	\$ 110,610
Transfer to CIP Fund	-	-	-	-	-	-	-	-	-
Total Transfers Out	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 2,605,091	\$ 1,742,091	\$ 744,045	\$ 2,486,136	\$ 288,565	\$ 470,762	\$ 1,726,809	\$ 317,141	\$ 1,528,623
REVENUE OVER (UNDER) EXPENDITURES			\$ (86,136)	\$ 719,458					
Beginning Fund Balance October 1			2,643,495	2,643,495					
Ending Fund Balance Current Month			<u>\$ 2,557,359</u>	<u>\$ 3,362,954</u>					

IMPACT FEE REVENUE

YTD Actual to Annual Budget



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
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Expected Year to Date Percent 50%

VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%		\$ -	0%
Other Reimbursements	150,000	-	150,000	-	-	150,000	0%		-	0%
Interest Income	250,000	-	250,000	130,643	-	119,357	52%		75,617	73%
Charges for Services	1,478,966	-	1,478,966	739,483	-	739,483	50%		692,629	7%
Total Revenue	\$ 1,878,966	\$ -	\$ 1,878,966	\$ 870,125	\$ -	\$ 1,008,841	46%		\$ 768,246	13%
EXPENDITURES										
Vehicle Replacement	\$ 772,500	\$ 248,374	\$ 1,020,874	\$ 210,489	\$ 212,345	\$ 598,040	41%		\$ 64,162	228%
Equipment Replacement	203,870	241,152	445,022	212,392	241,152	(8,522)	102%		30,243	602%
Technology Replacement	145,200	-	145,200	45,315	-	99,886	31%		-	0%
Total Expenditures	\$ 1,121,570	\$ 489,525	\$ 1,611,095	\$ 468,195	\$ 453,497	\$ 689,403	57%		\$ 94,405	396%
REVENUE OVER (UNDER) EXPENDITURES	\$ 757,396	\$ (489,525)	\$ 267,871	\$ 401,930					\$ 673,841	
Beginning Fund Balance October 1			5,334,214	5,334,214					3,957,862	
Ending Fund Balance Current Month			<u>\$ 5,602,085</u>	<u>\$ 5,736,145</u>					<u>\$ 4,631,703</u>	

Notes

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 50%

HEALTH INSURANCE FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	\$ 4,871,808	\$ -	\$ 4,871,808	\$ 2,298,145	\$ -	\$ 2,573,663	47%		\$ 1,925,401	19%
Health Rebates	250,000	-	250,000	55,556	-	194,444	22%		64,522	-14%
Interest Income	5,000	-	5,000	16,015	-	(11,015)	320%		11,528	39%
Total Revenue	\$ 5,126,808	\$ -	\$ 5,126,808	\$ 2,369,716	\$ -	\$ 2,757,092	46%		\$ 2,001,451	18%
EXPENDITURES										
Contractual Services	\$ 149,500	\$ -	\$ 149,500	\$ 42,213	\$ -	\$ 107,287	28%		\$ 89,538	-53%
Employee Health Insurance	4,969,439	-	4,969,439	2,325,469	-	2,643,970	47%		2,045,738	14%
Total Expenditures	\$ 5,118,939	\$ -	\$ 5,118,939	\$ 2,367,682	\$ -	\$ 2,751,257	46%		\$ 2,135,276	11%
REVENUE OVER (UNDER) EXPENDITURES	\$ 7,869	\$ -	\$ 7,869	\$ 2,034					\$ (133,825)	
Beginning Fund Balance October 1			389,018	389,018					552,615	
Ending Fund Balance Current Month			<u>\$ 396,887</u>	<u>\$ 391,053</u>					<u>\$ 418,790</u>	

Notes

TOWN OF PROSPER, TEXAS
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Expected Year to Date Percent 50%

WATER-SEWER FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	\$ 23,114,755	\$ -	\$ 23,114,755	\$ 7,940,328	\$ -	\$ 15,174,427	34%		\$ 7,304,345	9%
Sewer Charges for Services	11,892,552	-	11,892,552	5,450,336	-	6,442,216	46%		5,068,632	8%
Licenses, Fees & Permits	377,705	-	377,705	222,409	-	155,296	59%		196,793	13%
Utility Billing Penalties	186,900	-	186,900	122,799	-	64,101	66%		99,725	23%
Interest Income	350,000	-	350,000	277,450	-	72,550	79%		199,013	39%
Other	3,494,342	-	3,494,342	402,446	-	3,091,896	12%	2	314,055	28%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	\$ 39,416,254	\$ -	\$ 39,416,254	\$ 14,415,768	\$ -	\$ 25,000,486	37%		\$ 13,182,563	9%
EXPENDITURES										
Administration	\$ 1,138,944	\$ -	\$ 1,138,944	\$ 560,591	\$ 116,201	\$ 462,152	59%		\$ 622,706	-10%
Debt Service	4,609,584	-	4,609,584	2,164,788	-	2,444,796	47%	1	1,701,906	27%
Water Purchases	12,704,415	-	12,704,415	5,769,721	-	6,934,694	45%		5,306,907	9%
Sewer Management Fee	4,560,895	-	4,560,895	2,545,012	-	2,015,883	56%		2,179,366	17%
Franchise Fee	689,851	-	689,851	344,926	-	344,925	50%		264,764	30%
Public Works	8,226,657	13,800	8,240,457	3,607,825	658,656	3,973,977	52%		2,952,779	22%
Transfer Out	9,255,356	4,056	9,259,412	5,066,854	-	4,192,559	55%	3	582,572	770%
Total Expenses	\$ 41,185,702	\$ 17,856	\$ 41,203,558	\$ 20,059,715	\$ 774,857	\$ 18,008,178	51%		\$ 13,610,999	47%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,769,448)	\$ (17,856)	\$ (1,787,304)	\$ (5,643,947)					\$ (428,436)	
Beginning Working Capital October 1			17,832,990	17,832,990					12,669,408	
Ending Working Capital			<u>\$ 16,045,686</u>	<u>\$ 12,189,043</u>					<u>\$ 12,240,972</u>	

Notes

- 1 Annual debt service payments are made in February and August.
- 2 Other Revenue includes \$3.0M budgeted for TxDOT reimbursement.
- 3 Transfers out consist of \$2.0M - solid waste loan, \$2.0M - DNT water line relocation, \$400k - Wilson Creek, \$75k-sewer replacement, and \$591,854 -General Fund admin costs.
- 4 Minimum Ending Working Capital balance for FY23 = \$8,278,513 (25%).

**TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
March 31, 2024
Expected Year to Date Percent 41.67%**

WATER-SEWER FUND

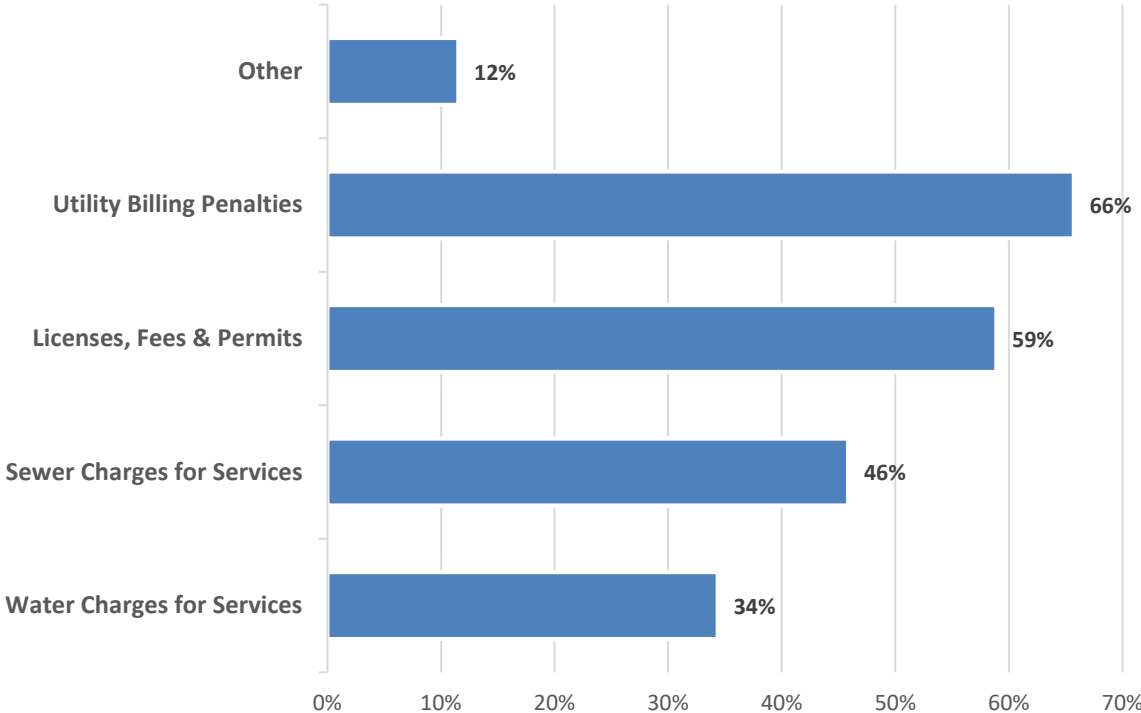
	Mar-24		Mar-23		Growth % Change
	WATER	SEWER	WATER	SEWER	
# of Accts Residential	13,077	12,377	12,164	11,460	7.75%
# of Accts Commercial	446	403	433	389	3.28%
Consumption-Residential	99,381,170	85,883,860	71,099,050	73,923,550	27.75%
Consumption-Commercial	17,835,000	13,979,840	16,823,510	13,276,760	5.70%
Consumption-Commercial Irrigation	9,724,000		5,105,700		90.45%
Avg Total Res Water Consumption	7,600		5,840		30.14%
Billed (\$) Residential	725,114	770,771	560,806	685,865	19.99%
Billed (\$) Commercial	183,735	148,343	164,133	114,430	19.21%
Billed (\$) Commercial Irrigation	88,031		47,190		86.55%
Total Billed (\$)	\$ 996,880	\$ 919,114	\$ 772,130	\$ 800,295	21.85%

	Average per Residence Water Consumption by Month			
	FY2024	FY2023	Four Year	
			Average	Cumulative Average
October	19,061	20,110	17,424	17,424
November	10,540	11,190	11,104	28,528
December	8,003	6,273	7,256	35,784
January	7,400	8,049	6,727	42,511
February	6,200	5,840	6,381	48,891
March	7,600	5,839	6,436	55,327
April		10,053	9,333	64,660
May		14,092	12,345	77,005
June		14,281	13,323	90,328
July		16,992	17,885	108,212
August		23,095	23,040	131,252
September		26,836	19,429	150,681
TOTAL (gal)	58,804	162,724	150,681	

Month	Avg. Temp (°F)	# Rain Days	Rainfall			
	FY24		FY2024	FY2023	Average	Cumulative
October	68°	8	11.30	5.65	8.48	8.48
November	58°	2	0.57	5.82	3.20	11.67
December	53°	5	4.09	3.43	3.76	15.43
January	43°	10	3.86	1.29	2.58	18.01
February	58°	5	1.56	4.51	3.04	21.04
March	61°	12	6.57	2.69	4.63	25.67
April				1.20	1.20	26.87
May				3.62	3.62	30.49
June				2.35	2.35	32.84
July				0.47	0.47	33.31
August				0.07	0.07	33.38
September				1.18	1.18	34.56
Annual		42.00	27.95	32.28	34.56	

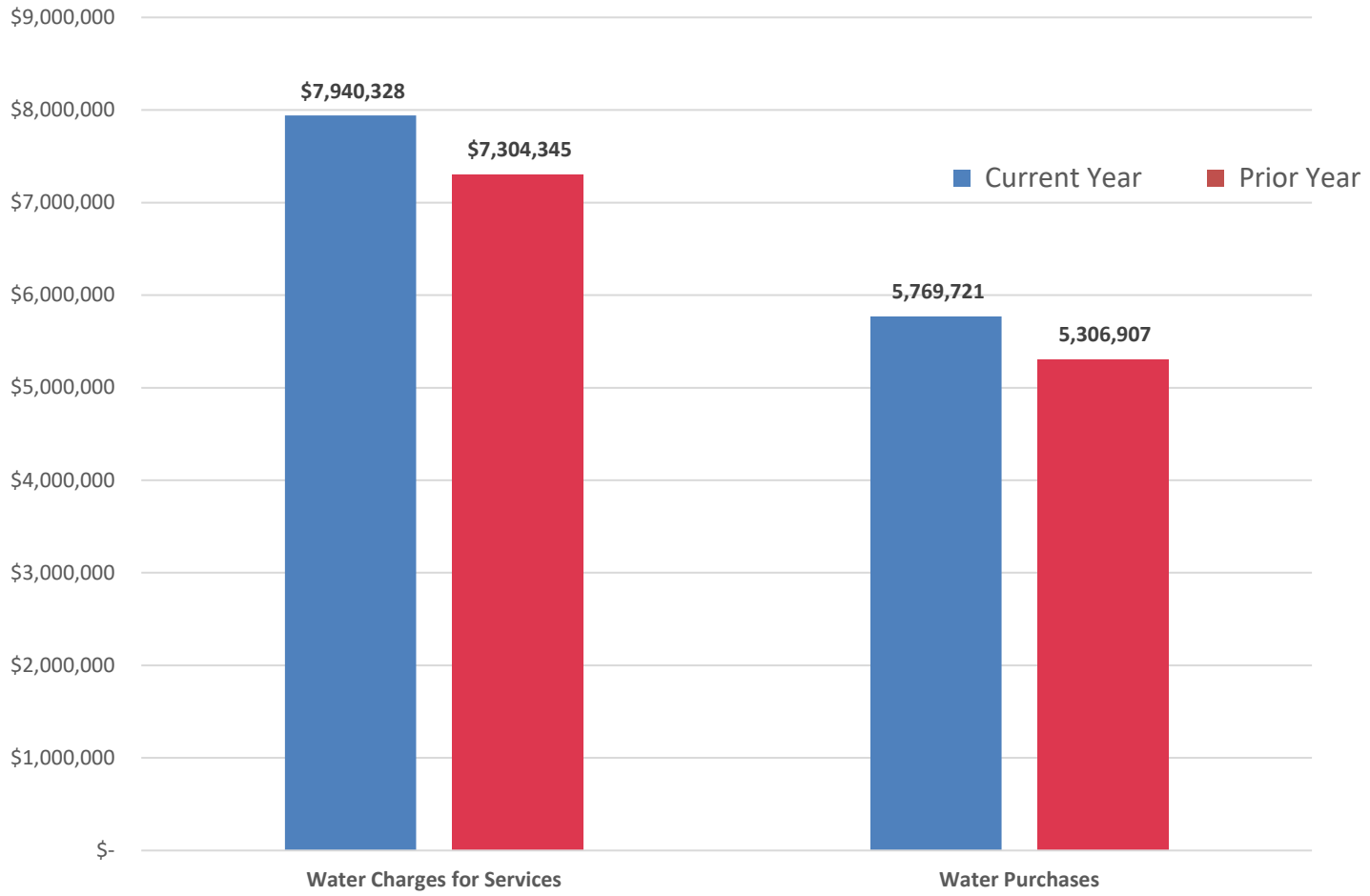
Weather Data: <https://www.wunderground.com/history/monthly/KDAL/date/2023-10>

WATER/SEWER REVENUE YTD % OF ANNUAL BUDGET



WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
March 31, 2024
Expected Year to Date Percent 50%

STORM DRAINAGE UTILITY FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	\$ 825,000	\$ -	\$ 825,000	\$ 461,894	\$ -	\$ 363,106	56%		\$ 423,841	9%
Drainage Review Fee	-	-	-	3,150	-	(3,150)	0%		-	0%
Interest Income	1,800	-	1,800	7,030	-	(5,230)	391%		(2,448)	-387%
Other Revenue	3,000	-	3,000	-	-	3,000	0%		2,096	-100%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	\$ 829,800	\$ -	\$ 829,800	\$ 472,074	\$ -	\$ 357,726	57%		\$ 423,489	11%
EXPENDITURES										
Personnel Services	\$ 329,605	\$ -	\$ 329,605	\$ 145,296	\$ -	\$ 184,309	44%		\$ 79,874	82%
Debt Service	219,463	-	219,463	150,531	-	68,932	69%	2	141,589	6%
Operating Expenditures	153,221	(2,028)	151,193	17,957	-	133,236	12%		34,460	-48%
Capital Expenditures	225,000	-	225,000	-	-	225,000	0%		62,230	-100%
Transfers Out	107,996	2,028	110,024	56,698	-	53,326	52%	1	53,998	5%
Total Expenses	\$ 1,035,285	\$ -	\$ 1,035,285	\$ 370,482	\$ -	\$ 664,803	36%		\$ 372,150	0%
REVENUE OVER (UNDER) EXPENDITURES	\$ (205,485)	\$ -	\$ (205,485)	\$ 101,592					\$ 51,339	
Beginning Working Capital October 1			380,410	380,410					632,579	
Ending Working Capital Current Month			<u>\$ 174,925</u>	<u>\$ 482,002</u>					<u>\$ 683,918</u>	

Notes

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

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
March 31, 2024
Expected Year to Date Percent 50%

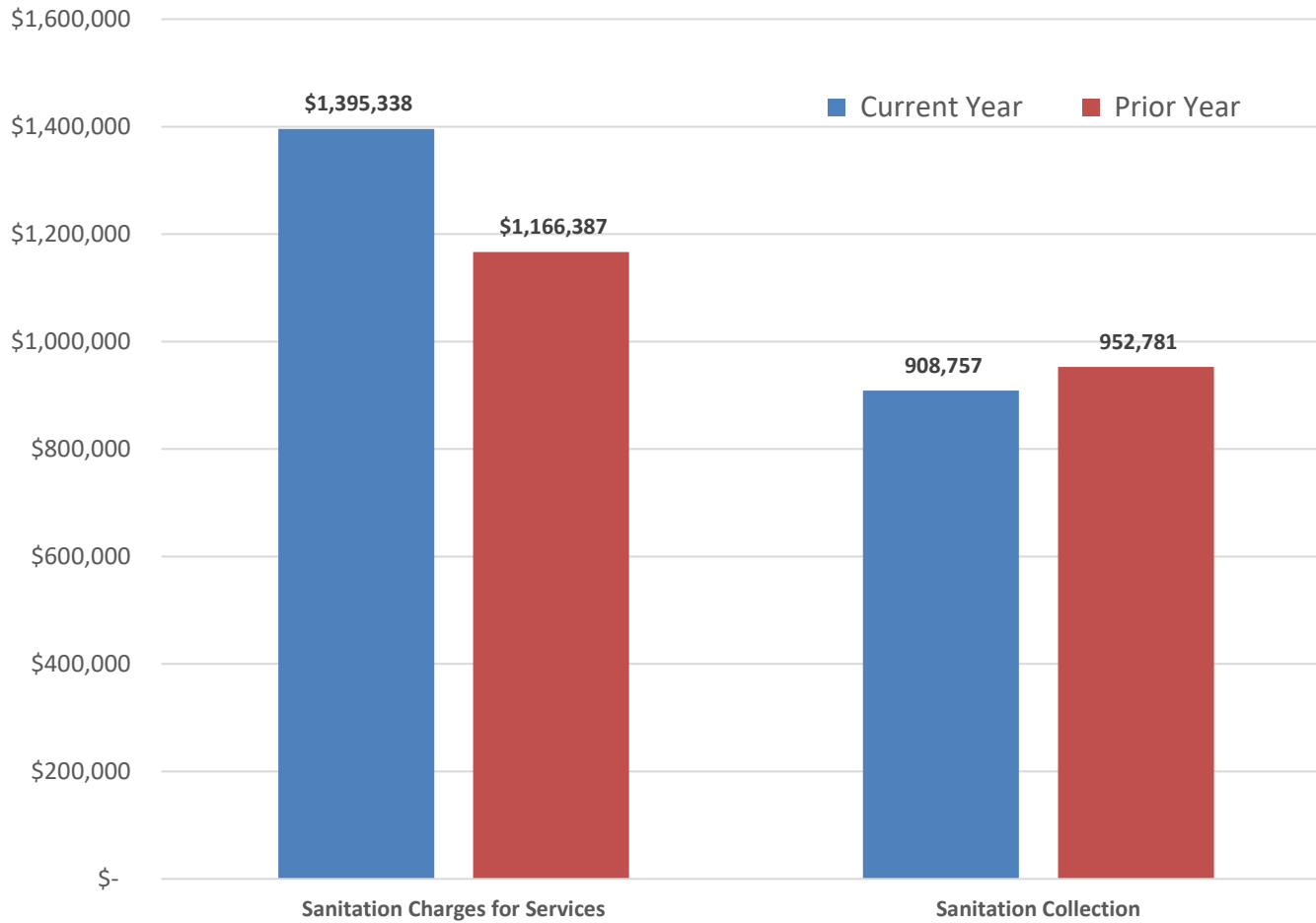
SOLID WASTE FUND

	Original Budget	Budget Amendment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	\$ 2,979,722	\$ -	\$ 2,979,722	\$ 1,395,338	\$ -	\$ 1,584,384	47%		\$ 1,166,387	20%
Interest Income	-	-	-	3,595	-	(3,595)	0%		763	371%
Transfer In	2,050,000	-	2,050,000	2,000,000	-	50,000	98%		-	0%
Total Revenues	\$ 5,029,722	\$ -	\$ 5,029,722	\$ 3,398,933	\$ -	\$ 1,630,789	68%		\$ 1,167,150	191%
EXPENDITURES										
Administration	\$ 2,325,554	\$ (1,955,000)	\$ 370,554	\$ 27,172	\$ -	\$ 343,382	7%		\$ 35,090	-23%
Sanitation Collection	2,668,887	-	2,668,887	908,757	-	1,760,130	34%		952,781	-5%
Capital Expenditure	-	1,955,000	1,955,000	1,933,413	17,067	4,520	100%		-	0%
Debt Service	-	-	-	-	-	-	0%		-	0%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	\$ 4,994,441	\$ -	\$ 4,994,441	\$ 2,869,342	\$ 17,067	\$ 2,108,032	58%		\$ 987,871	190%
REVENUE OVER (UNDER) EXPENDITURES	\$ 35,281	\$ -	\$ 35,281	\$ 529,591					\$ 179,279	
Beginning Working Capital October 1			6,018	6,018						
Ending Working Capital			<u>\$ 41,299</u>	<u>\$ 535,609</u>						

Notes

SOLID WASTE REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
March 31, 2024

CAPITAL PROJECTS FUND - GENERAL

	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES								
Grants	\$ 1,877,105	\$ -	\$ 1,877,105	\$ -	-	-	-	-
Property Taxes-Delinquent	0	-	-	115,291	-	-	-	-
Property Taxes-Current	8,502,003	-	8,502,003	8,382,812	-	-	-	-
Taxes-Penalties	0	-	-	3,900	-	-	-	-
Contributions/Interlocal Revenue	-	-	-	1,685,240	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-	-
Interest Income	-	-	-	2,279,246	-	-	-	-
Other Revenue	-	-	-	7,872	-	-	-	-
Transfers In - General Fund	-	262,500	262,500	262,500	-	-	-	-
Transfers In - Impact Fee Funds	-	-	-	-	-	-	-	-
Transfers In - Escrows	-	-	-	-	-	-	-	-
Transfers In - Parks	-	-	-	1,513,800	-	-	-	-
*Transfers In/Out - Bond Funds	-	-	-	-	-	-	-	-
Total Revenues	\$ 10,379,108	\$ 262,500	\$ 10,641,608	\$ 14,250,660	-	-	-	-
EXPENDITURES								
West Prosper Roads	\$ 14,017,321	-	-	-	-	-	14,017,321	-
Fishtrap (seg 2) PISD Reimbursement	940,631	122,402	122,402	-	-	122,402	940,631	-
DNT Main Lane (US 380 - FM 428)	2,557,062	2,557,062	2,557,062	-	-	2,557,062	-	2,557,062
Coit Rd (First-Frontier) 4 Lns	7,789,900	6,492,569	6,492,569	445,815	-	6,046,754	801	7,343,284
First St (DNT to Coleman)	24,786,567	22,644,181	22,644,181	204,860	281,216	22,158,105	2,142,264	22,158,228
Prosper Trl(Coit-Cus	5,769,088	-	-	1,545	-	(1,545)	-	5,767,543
First Street (Elem-DNT) 4 Lanes	30,879,730	24,186,414	24,186,414	6,138,777	16,575,387	1,472,250	7,418,615	746,950
Preston Road / First Street Dual Left Turns (Design & Cc	900,000	900,000	900,000	65,048	27,952	807,000	-	807,000
First St (Coit-Custer) 4 Lanes	27,269,101	8,805,215	8,805,215	4,341,865	3,028,891	1,434,459	18,463,886	1,434,459
Preston/Prosper Trail Turn Lane	900,000	749,462	749,462	141,644	206,648	401,170	150,538	401,170
Craig Street (Preston-Fifth)	450,000	123,480	123,480	17,730	31,850	73,900	313,073	87,348
First Street (Teel - Gee Road)	7,225,443	2,435,465	2,435,465	1,738,536	685,482	11,447	4,789,978	11,447
Gee Road (First Street - Windsong)	5,414,933	1,198,122	1,198,122	514,000	666,877	17,245	3,016,368	1,217,689
Coleman (Gorgeous - Prosper Trail)	1,500,000	973,255	973,255	54,315	280,380	638,561	554,557	610,749
Coleman (Prosper Trail - PHS)	720,000	720,000	720,000	-	-	720,000	-	720,000
Legacy (Prairie - First Street)	11,425,000	10,706,174	10,706,174	51,095	9,448,724	1,206,354	698,272	1,226,909
Coit/US 380 SB Turn Lanes	300,000	276,014	276,014	71,408	201,177	3,429	23,986	3,429
Parvin (FM 1385 - Legacy)	500,000	-	-	-	-	-	500,000	-
US 380 Deceleration Lanes - Denton County	500,000	500,000	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	77,123
Gee Road (US 380-FM 1385)	2,200,000	2,038,300	2,038,300	257,633	1,235,667	545,000	106,028	600,672
Frontier (Legacy-DNT)	300,000	-	-	-	-	-	300,000	-
First Street (Coleman)	500,000	499,791	499,791	285,591	210,958	3,242	209	3,242
Star Trail, Phase 5: Street Repairs	1,450,000	1,450,000	1,450,000	-	300,000	1,150,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 WB lanes	400,000	400,000	400,000	-	-	400,000	-	400,000
Windsong Pkwy/380 Dual L Turns	22,800	22,800	22,800	9,500	13,300	-	-	-
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes (Design)	5,850,000	5,637,136	5,637,136	77,078	5,489,611	70,447	194,933	88,378
Traffic Improvement Projects	849,200	977,200	977,200	-	-	977,200	-	849,200
Parking Lot & Alley	122,500	122,500	122,500	-	122,500	-	-	-
US380 Median Lighting	465,912	19,088	19,088	-	-	19,088	465,912	-
Fifth Street Quiet Zone	500,000	500,000	500,000	-	-	500,000	-	500,000
Traffic Signal - Fishtrap & Artesia Boulevard	65,000	65,000	65,000	7,802	52,448	4,750	-	4,750
Traffic Signal - DNT/Frontier	265,000	265,000	265,000	16,125	66,875	182,000	-	182,000
Traffic Signal - Teel Pkwy & Prairie Drive	65,000	65,000	65,000	6,466	34,284	24,250	-	24,250
Signl Sdy/Beacon Aca	87,600	87,600	87,600	-	87,600	-	-	-
Crswalk Sign Markings Flashers	268,920	268,920	268,920	-	-	268,920	-	268,920
Acaci Traffic Signal	43,480	43,480	43,480	-	43,480	-	-	-
Capital Expenditures	4,176,553	4,176,553	4,176,553	-	-	4,176,553	-	4,176,553
Total Street Projects	\$ 163,056,741	\$ 4,176,553	\$ 97,351,630	\$ 101,528,183	\$ 39,091,308	\$ 47,990,043	\$ 54,100,247	\$ 55,418,534

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
March 31, 2024

CAPITAL PROJECTS FUND - GENERAL

Project	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Turf Irrigation SH289	48,935	-	-	-	-	-	48,935	-
US 380 Median Design (Green Ribbon)	65,800	-	-	-	-	-	65,800	-
Tanner's Mill Phase 2 Design	1,385,109	-	-	-	-	-	1,385,109	-
Lakewood Preserve, Phase 2	4,982,255	4,982,255	4,982,255	2,231,393	131,477	2,619,384	-	2,619,384
Pecan Grove Ph II	70,457	504	504	-	-	504	68,958	1,499
Westside Waterline T	800,000	800,000	800,000	-	-	800,000	-	800,000
Doe Branch Property Trail Connections	700,000	700,000	700,000	-	-	700,000	-	700,000
Downtown Pond Improvements	120,000	108,240	108,240	-	-	108,240	11,760	108,240
Raymond Community Park	19,800,000	18,994,158	18,994,158	771,629	8,460,962	9,761,566	808,342	9,759,066
Coleman Median Landscape (Victory-Preston)	454,811	-	-	-	-	-	454,811	-
Prosper Trail Median Landscape	150,723	-	-	-	-	-	150,723	-
Green Ribbon Lovers	2,295,000	2,295,000	2,295,000	-	-	2,295,000	-	2,295,000
Windsong Parkland Dedication	1,913,800	1,913,800	1,913,800	1,913,800	-	-	-	-
Fronter Park Pond Repairs	473,000	473,000	473,000	-	-	473,000	-	473,000
Various Hike and Bike Trails	580,680	580,680	580,680	-	-	580,680	-	580,680
Prosper Trail Screening (Preston - Deer Run)	750,000	750,000	750,000	-	-	750,000	-	750,000
Parks Master Plan Up	140,000	140,000	140,000	11,791	117,549	10,660	-	10,660
Total Park Projects	\$ 34,730,569	\$ 31,737,636	\$ 31,737,636	\$ 4,928,613	\$ 8,709,989	\$ 18,099,034	\$ 2,994,439	\$ 18,097,529
PD Car Camera and Body worn Camera System	387,225	-	370,325	370,325	-	370,325	16,900	370,325
Station #3 Quint Engine	1,495,000	-	25,120	25,120	14,713	7,174	3,232	1,469,880
Station #3 Ambulance	495,000	-	40,109	40,109	-	2,277	37,832	454,891
Parks & Public Works, Phase 1	\$ 1,800,000	-	1,200,000	1,200,000	-	-	1,200,000	-
Awnings for Storage	11,100	-	300	300	-	-	300	11,100
Public Safety Complex, Phase 2-Design	1,562,823	-	28,337	28,337	-	-	28,337	1,562,823
Public Safety Complex, Phase 2-Dev Costs	124,691	-	227,923	227,923	975	-	226,948	123,716
Public Safety Complex, Phase 2-Construction	14,499,866	-	-	-	-	-	14,499,866	-
Public Safety Complex, Phase 2-FFE	1,274,385	-	174,439	174,439	8,375	-	166,064	1,099,946
Fire Station #4 - Design	623,555	-	201,220	201,220	-	201,220	-	472,987
Fire Station #4 - Engine	1,250,000	-	27,213	27,213	12,324	7,174	7,714	1,222,787
Fire Station #4 - Ambulance	552,000	-	427,568	427,568	1,863	378,693	47,012	124,407
Fire Station #4 - Other Costs	8,250	-	-	-	-	-	-	8,250
Fire Station #4 Construction	10,168,195	-	10,168,195	10,168,195	-	-	10,168,195	-
Parks and Public Works Parking Lot	1,000,000	-	1,000,000	1,000,000	-	-	1,000,000	-
Interim Community Center	2,250,000	-	2,250,000	2,250,000	-	-	2,250,000	-
Finish Out Interior Spaces Town Hall First and Second Floor	650,000	-	650,000	650,000	-	-	650,000	-
Emergency Warning Sirens	296,887	-	296,887	296,887	296,380	506	(0)	-
Total Facility Projects	\$ 38,448,976	\$ 17,087,635	\$ 17,087,635	\$ 334,630	\$ 597,046	\$ 16,155,959	\$ 21,067,553	\$ 16,449,747
Transfer Out	-	-	-	-	-	-	-	-
Total Expenditures	\$ 236,236,287	\$ 4,176,553	\$ 146,176,901	\$ 150,353,454	\$ 19,710,076	\$ 48,398,343	\$ 82,245,036	\$ 78,162,238
REVENUE OVER (UNDER) EXPENDITURES			\$ (139,711,846)	\$ (5,459,416)				
Beginning Fund Balance (Restricted for Capital Projects) October 1			77,609,702	77,609,702				
Ending Fund Balance (Restricted for Capital Projects) Current Month			\$ (62,102,144)	\$ 72,150,286				

*Transfers In/Out - Bonds--Bond and CIP funds are both in the Capital Projects Fund so transfers between these funds are netted together and eliminated.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
March 31, 2024

CAPITAL PROJECTS FUND-WATER/SEWER

Project	Current Year Original Budget	Current Year Budget Amendment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES								
Interest Income	\$ -	\$ -	\$ -	\$ 796,007				
Bond Proceeds	-	-	-	-				
Grants	-	6,102,367	6,102,367	8,888,286				
Transfers In	-	246,613	246,613	2,475,000				
Transfers In - ARPA Funds	6,348,980	(6,348,980)	-	-				
Transfers In - Impact Fee Funds	-	-	-	3,100,000				
Transfers In - Bond Funds	-	-	-	-				
Total Revenues	\$ 6,348,980	\$ -	\$ 6,348,980	\$ 15,259,293				
EXPENDITURES								
Lower Pressure Plane Pump Station Design	\$ 18,023,706	\$ -	7,359,745	7,359,745	3,302,401	4,050,838	6,506	\$ 10,661,282 \$ 9,184
LPP Water Line Phase, 2A	12,907,394	-	12,907,299	12,907,299	411,141	-	12,496,158	- 12,496,253
Custer Road Meter Station and Water Line Reloc	3,879,397	-	-	-	42	-	(42)	3,879,397 (42)
Broadway (Parvin-Craig)	150,000	-	150,000	150,000	-	-	150,000	- 150,000
Fishtrap (Elem-DNT) (Legacy Water Line)	15,000	-	-	-	-	-	-	15,000 -
Doe Branch Parallel Interceptor	7,400,000	-	7,400,000	7,400,000	-	-	7,400,000	- 7,400,000
Doe Branch, Phase 3 WWTP	55,000,000	6,348,980	55,000,000	61,348,980	6,102,367	-	55,246,613	- 48,897,633
Sanitary Sewer Repla	75,000	-	75,000	75,000	42,136	-	32,864	- 32,864
Wilson Creek WW Line	400,000	-	400,000	400,000	-	-	400,000	- 400,000
Parks & Public Works, Phase 1	600,000	-	600,000	600,000	-	-	600,000	- 600,000
DNT (Prosper Trail - Frontier Parkway) 12-inch WL	4,700,000	-	4,500,000	4,500,000	1,306	1,223,404	3,275,291	- 3,475,291
Upper Doe Branch WW Line (Teel-PISD Stadium)	5,025,000	-	4,050,000	4,050,000	-	-	4,050,000	- 5,025,000
DNT Water Line Relocation (US 380 - First St)	2,146,650	-	2,127,151	2,127,151	105,265	1,322,236	699,651	837 718,313
Master Plan Projects	1,539,007	-	1,539,007	1,539,007	-	-	1,539,007	837 1,538,170
Water Line Relocation Frontier	3,400,000	-	3,137,000	3,137,000	48,904	331,145	2,756,951	239,561 2,780,390
Total Water & Wastewater Projects	\$ 115,261,154	\$ 6,348,980	\$ 99,245,202	\$ 105,594,182	\$ 10,013,562	\$ 6,927,622	\$ 88,652,998	\$ 14,796,913 \$ 83,523,056
Old Town Regional Pond #2	48,386	-	17,177	17,177	8,603	8,510	63	31,210 63
Total Drainage Projects	\$ 48,386	\$ -	\$ 17,177	\$ 17,177	\$ 8,603	\$ 8,510	\$ 63	\$ 31,210 \$ 63
Transfer out	-	-	-	-	-	-	-	-
Total Expenses	\$ 115,309,540	\$ 6,348,980	\$ 99,262,379	\$ 105,611,359	\$ 10,022,166	\$ 6,936,133	\$ 88,653,061	\$ 14,828,122 \$ 83,523,120
REVENUE OVER (UNDER) EXPENDITURES			\$ (99,262,379)	\$ 5,237,127				
Beginning Fund Balance (Restricted for Capital Projects) October 1			40,601,835	40,601,835				
Ending Fund Balance (Restricted for Capital Projects) Current Month			\$ (58,660,544)	\$ 45,838,962				

TOWN OF PROSPER
REPORT TO TOWN COUNCIL
FY 2024 RESULTS OF SECOND QUARTER ENDING MARCH 31, 2024

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

In summary, both revenues and expenditures are occurring within the expected ranges and no unexpected events have occurred that require significant changes in original projections. With 50% of the year now complete, results for the major operations of the funds with related commentary are:

GENERAL FUND

- Revenues total \$33,872,651, or 74% of annual budget.
- Property Tax Collections are 99% of annual budget.
- Sales Tax Revenues are 51% of annual budget, an increase of 16% from the prior year.
- Franchise Fees are 45% of annual budget, an increase of 13% from the prior year.
- Building Permit Revenues are 62% of annual budget, an increase of 20% from the prior year.
- Expenditures total \$21,985,939, or 49% of annual budget.

Revenues:

It is common for a disproportionate percentage of General Fund revenues to be received early in the year as our largest revenue-property taxes are due January 31st with many paying by the end of December to receive the income tax deduction in the current calendar year. Sales tax revenue is exceeding the budget slightly due to organic growth of new businesses. Many franchise fees are paid on a quarterly basis which creates a lag early in the year but as noted organic growth is creating substantial growth in receipts from the prior year. Finally, Building Permit revenue is exceeding the 50% reference point due to several high dollar commercial permits.

Expenditures:

Expenditures halfway through the year are slightly less than the 50% reference point.

IMPACT FEE REVENUES

- Water Impact Fees total \$1,609,937 which is 50% of annual budget.
- Wastewater Impact Fees total \$791,998 which is 40% of annual budget.
- Street Impact Fees for East Thoroughfare Impact Fees total \$461,324 which is 38% of annual budget.
- Street Impact Fees for West Thoroughfare Impact Fees total \$2,153,781 which is 54% 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.

WATER & SEWER FUND

- Revenues total \$14,415,768, or 37% of annual budget and up 9% from prior year
- Expenditures total \$20,059,715, or 51% of annual budget and up 47% from prior year
- Transfers out shows an increase of 770% from the prior year due to the loan to the solid waste fund and one-time CIP transfers.

Revenues:

Due to monthly billing of utility accounts and recording of revenues monthly on a cash basis, the revenues for January through March are traditionally lower use months explaining why revenues are lower than the 50% reference point. Revenue continues to grow from the prior year due to the consistent increase in residential and commercial accounts.

Expenditures:

Due to the “take or pay” fee structures of regional supplier’s expenditures tend to have less seasonal variation than revenues. The water purchases expenditures have increased 8.8% due to the North Texas Municipal Water District Monthly Minimum payment increasing, from \$884,485 to \$961,261 per month.

Mario Canizares
Town Manager



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Receive the Quarterly Investment Report for March 31, 2024

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Receive the Quarterly Investment Report for March 31, 2024.

Description of Agenda Item:

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

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. Quarterly Investment Report – March 31, 2024

Staff Recommendation:

Town staff recommends the Town Council vote to receive the Quarterly Investment Report for March 31, 2024.

Proposed Motion:

I move to receive the Quarterly Investment Report for March 31, 2024, as presented.



INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

March 31, 2024

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

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

Robert B. Scott

Bob Scott, Deputy Town Manager

Chris Landrum

Chris Landrum, Finance Director

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

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2023			March 31, 2024		
	Ave. Yield	Book Value	Market Value	Ave. Yield	Book Value	Market Value
MMA/NOW	4.70%	\$ 30,248,616	\$ 30,248,616	4.42%	\$ 17,099,948	\$ 17,099,948
MMF/Pools	5.36%	105,427,768	105,427,768	5.31%	113,703,725	113,703,725
Securities	3.14%	40,012,265	39,597,216	2.83%	24,998,315	24,844,156
Certificates of Deposit	5.60%	25,764,800	25,764,800	5.50%	15,803,324	15,803,324
Total	4.85%	\$ 201,453,449	\$ 201,038,400	4.88%	\$ 171,605,312	\$ 171,451,152

Average Yield - Current Quarter (1)

Total Portfolio	4.88%
Rolling Three Month Treasury	5.46%
Rolling Six Month Treasury	5.37%
TexPool	5.32%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	4.87%
Rolling Three Month Treasury	5.49%
Rolling Six Month Treasury	5.43%
TexPool	5.34%

Interest Earnings (Approximate)

Quarter	\$ 2,477,605
Fiscal Year-to-date	\$ 4,822,691

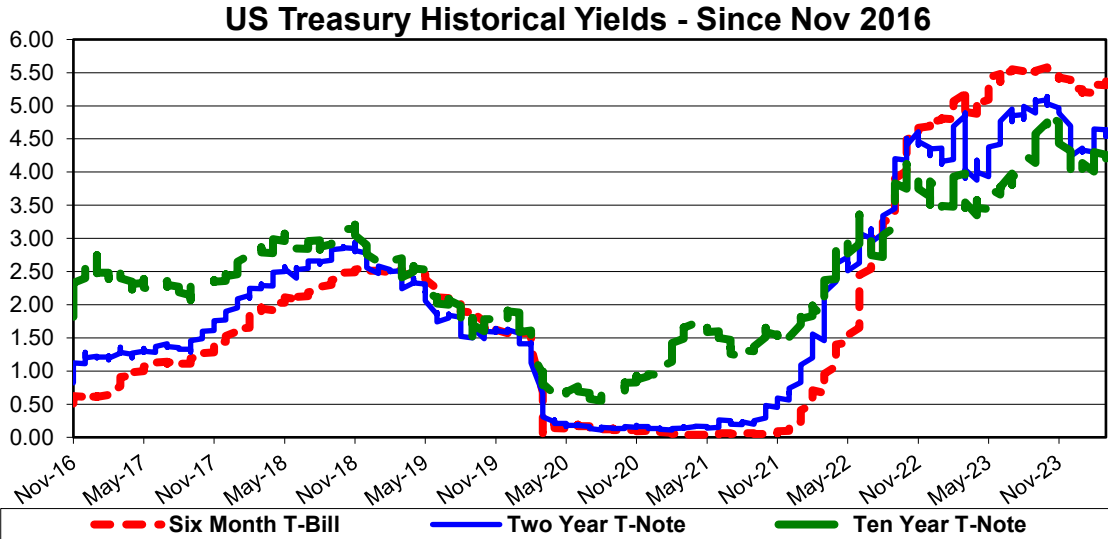
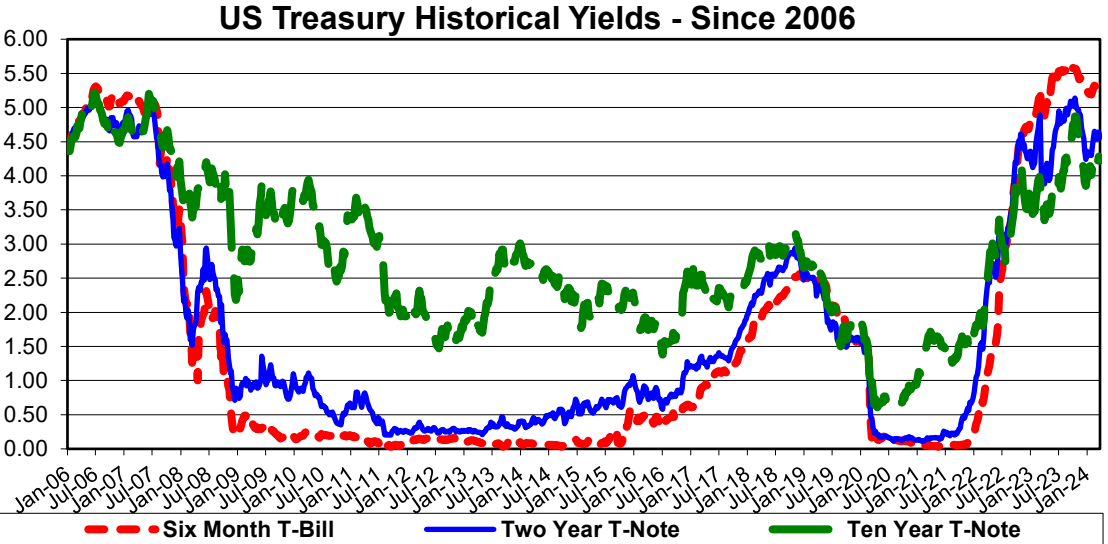
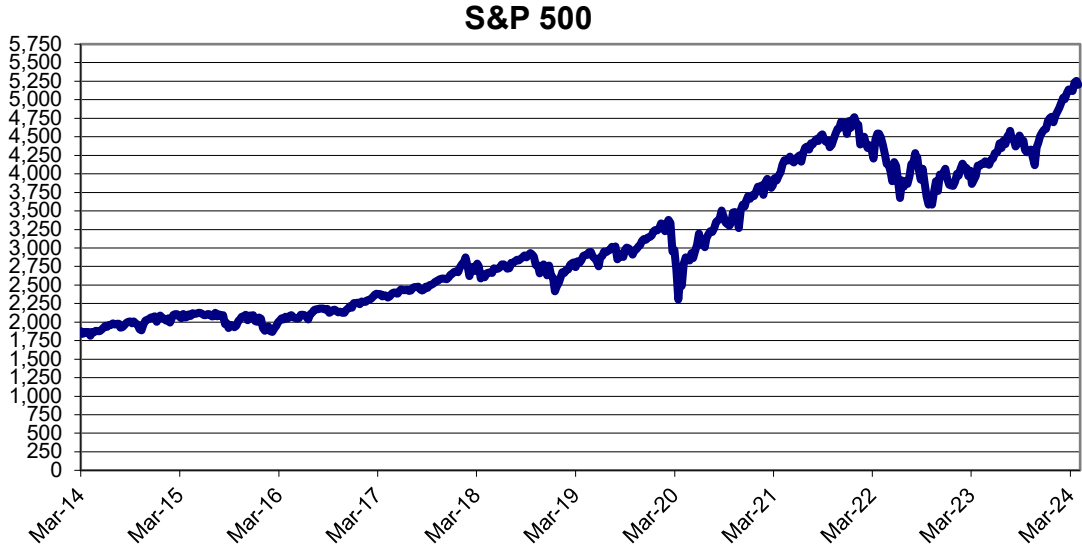
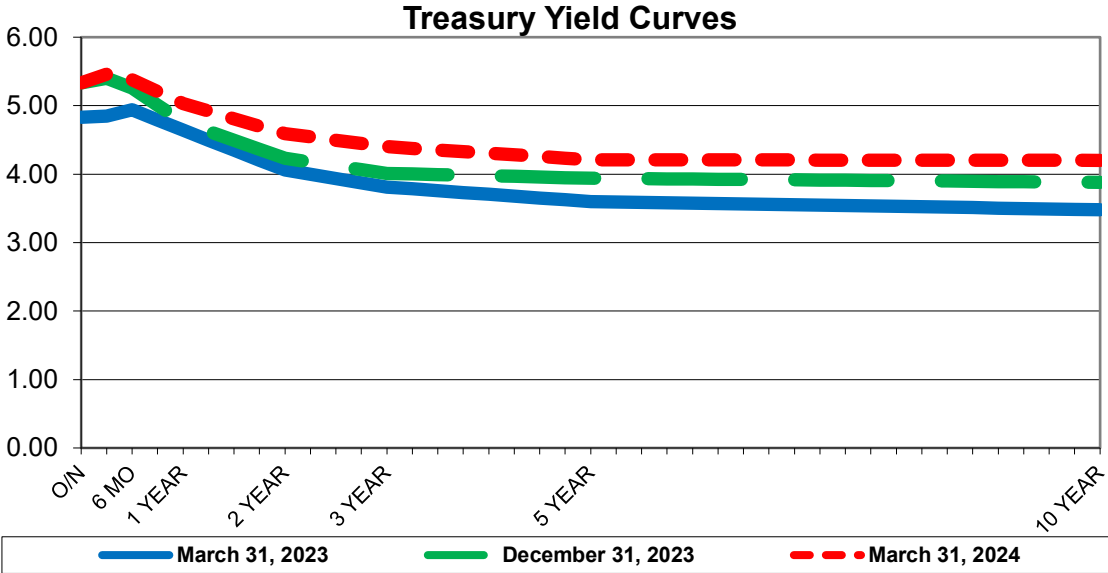
(1) **Quarter End Average Yield** - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.

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

Economic Overview

3/31/2024

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range 5.25% - 5.50% (Effective Fed Funds are trading +/-5.33%). All expectations are for reduced future rates, but any actions will be meeting-by-meeting and "data-dependent." Fourth Quarter 2023 GDP recorded a stronger than expected 3.4%. The S&P 500 Stock Index reached another new high closing over 5,200. The yield curve remains inverted but longer yields rose slightly. Crude Oil traded over \$87 per barrel. Inflation stubbornly remained above the FOMC 2% target (Core PCE +/-2.8% and Core CPI +/-3.8%). Reduced global economic outlooks and ongoing/expanding military conflicts continue increasing uncertainty.



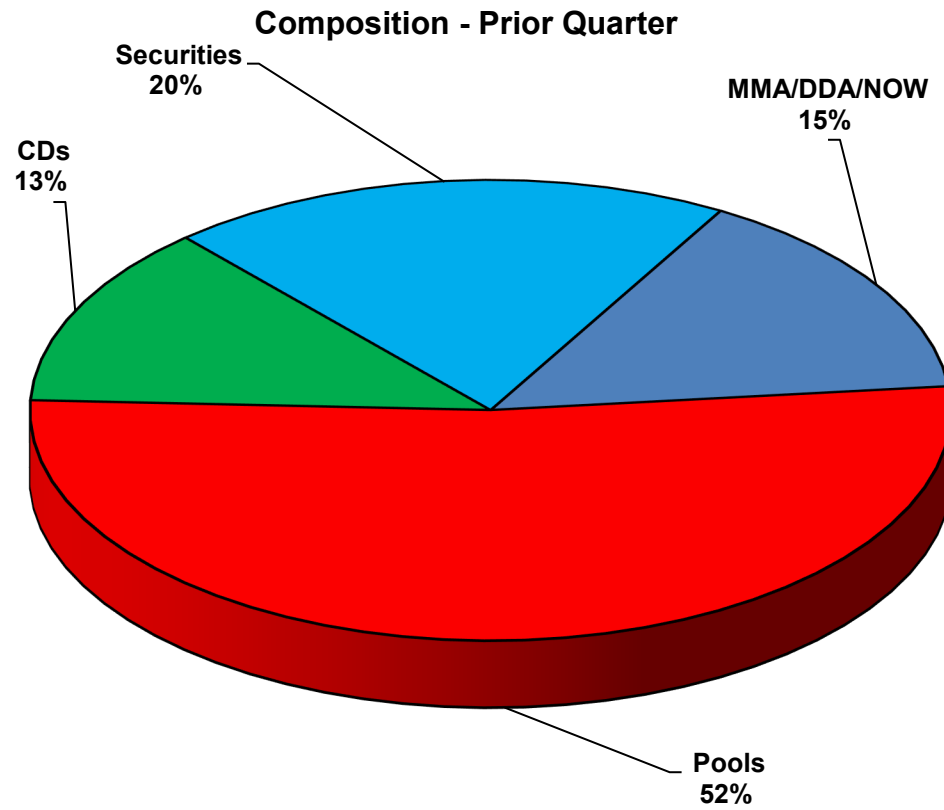
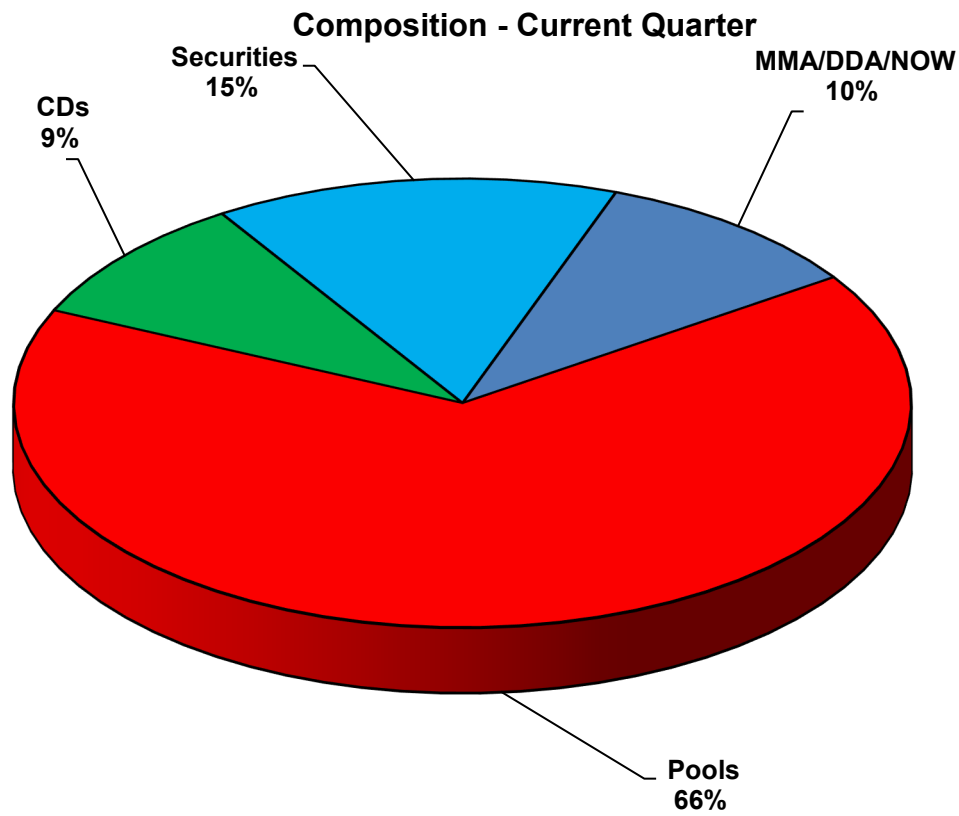
Investment Holdings
March 31, 2024

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Independent Financial DDA		2.78%	04/01/24	03/31/24	\$ 7,068,406	\$ 7,068,406	1.00	\$ 7,068,406	1	2.78%
Independent Financial DDA #2		5.62%	04/01/24	03/31/24	22,457	22,457	1.00	22,457	1	5.62%
Independent Financial DDA #3		5.62%	04/01/24	03/31/24	4,551,650	4,551,650	1.00	4,551,650	1	5.62%
NexBank MMA		5.55%	04/01/24	03/31/24	5,457,268	5,457,268	1.00	5,457,268	1	5.55%
PlainsCapital Bank MMA		1.85%	04/01/24	03/31/24	167	167	1.00	167	1	1.85%
TexSTAR	AAAm	5.30%	04/01/24	03/31/24	24,683,778	24,683,778	1.00	24,683,778	1	5.30%
TexPool	AAAm	5.32%	04/01/24	03/31/24	89,019,947	89,019,947	1.00	89,019,947	1	5.32%
T-Note	Aaa/AA+	2.25%	04/30/24	03/16/22	10,000,000	10,003,051	99.73	9,972,656	30	1.87%
Independent Financial CD		5.39%	08/04/24	09/14/23	10,648,381	10,648,381	100.00	10,648,381	126	5.39%
T-Note	Aaa/AA+	1.25%	08/31/24	02/09/22	5,000,000	4,995,265	98.35	4,917,578	153	1.48%
East West Bank CD		5.57%	09/16/24	09/14/23	5,154,943	5,154,943	100.00	5,154,943	169	5.73%
FHLB	Aaa/AA+	4.48%	10/03/24	12/21/22	10,000,000	10,000,000	99.54	9,953,922	186	4.48%
Total Portfolio					\$ 171,606,996	\$ 171,605,312		\$ 171,451,152	31	4.88%

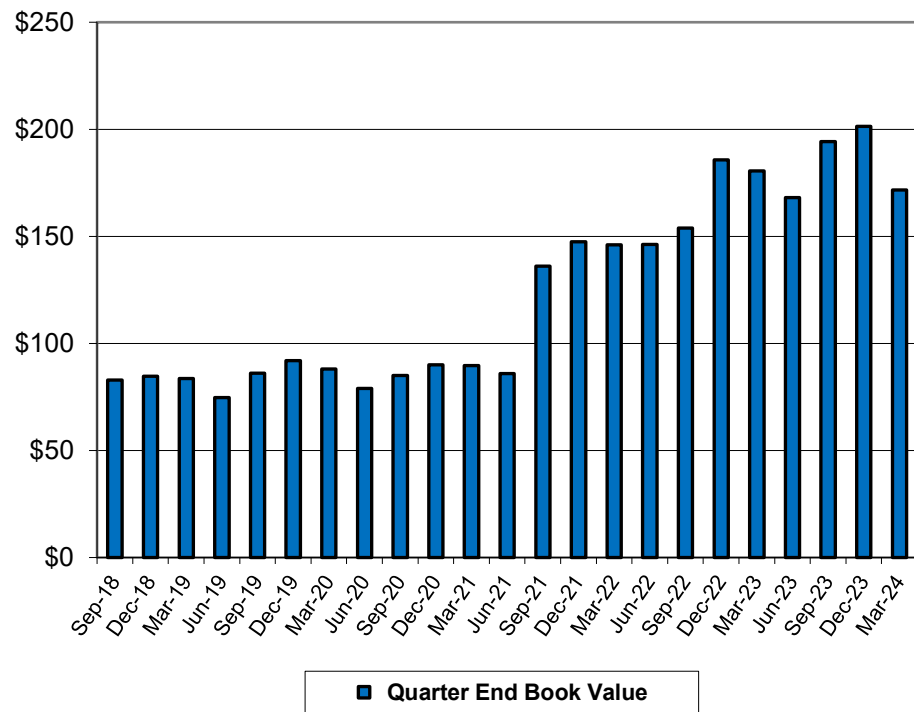
(1) (2)

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

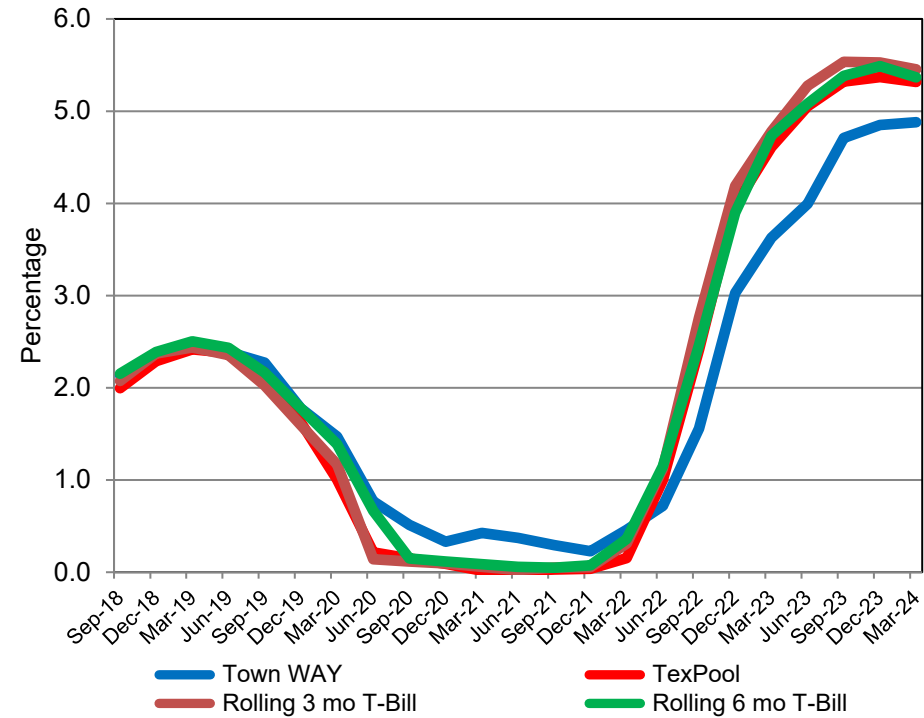
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.



Total Portfolio (Millions)



Town Portfolio Performance



Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/23	Increases	Decreases	Book Value 03/31/24	Market Value 12/31/23	Change in Market Value	Market Value 03/31/24
Independent Financial DDA	2.78%	04/01/24	\$ 9,884,164	\$ –	\$ (2,815,758)	\$ 7,068,406	\$ 9,884,164	\$ (2,815,758)	\$ 7,068,406
Independent Financial DDA #2	5.62%	04/01/24	14,128	8,329	–	22,457	14,128	8,329	22,457
Independent Financial DDA #3	5.62%	04/01/24	14,968,174	–	(10,416,523)	4,551,650	14,968,174	(10,416,523)	4,551,650
NexBank MMA	5.55%	04/01/24	5,381,759	75,510	–	5,457,268	5,381,759	75,510	5,457,268
PlainsCapital Bank MMA	1.85%	04/01/24	392	–	(226)	167	392	(226)	167
TexSTAR	5.30%	04/01/24	31,424,220	–	(6,740,443)	24,683,778	31,424,220	(6,740,443)	24,683,778
TexPool	5.32%	04/01/24	74,003,547	15,016,400	–	89,019,947	74,003,547	15,016,400	89,019,947
T-Note	1.35%	02/29/24	5,008,295	–	(5,008,295)	–	4,963,653	(4,963,653)	–
FHLB	4.79%	03/08/24	9,999,217	–	(9,999,217)	–	9,981,447	(9,981,447)	–
East West Bank CD	5.88%	03/14/24	5,085,983	–	(5,085,983)	–	5,085,983	(5,085,983)	–
East West Bank CD	5.65%	03/14/24	5,086,598	–	(5,086,598)	–	5,086,598	(5,086,598)	–
T-Note	1.87%	04/30/24	10,012,304	–	(9,253)	10,003,051	9,873,422	99,234	9,972,656
Independent Financial CD	5.39%	08/04/24	10,508,361	140,019	–	10,648,381	10,508,361	140,019	10,648,381
T-Note	1.48%	08/31/24	4,992,448	2,816	–	4,995,265	4,853,102	64,477	4,917,578
East West Bank CD	5.73%	09/16/24	5,083,858	71,086	–	5,154,943	5,083,858	71,086	5,154,943
FHLB	4.48%	10/03/24	10,000,000	–	–	10,000,000	9,925,593	28,329	9,953,922
TOTAL / AVERAGE	4.88%		\$ 201,453,449	\$ 15,314,159	\$ (45,162,296)	\$ 171,605,312	\$ 201,038,400	\$ (29,587,247)	\$ 171,451,152

Allocation

March 31, 2024

Book Value	Yield	Maturity Date	Total	Pooled Funds	Debt Service Fund
Independent Financial DDA	2.78%		\$ 7,068,406	\$ 7,068,406	\$ -
Independent Financial DDA #2	5.62%		22,457	22,457	-
Independent Financial DDA #3	5.62%		4,551,650	4,551,650	-
NexBank MMA	5.55%		5,457,268	5,457,268	-
PlainsCapital Bank MMA	1.85%		167	167	-
TexSTAR	5.30%		24,683,778	24,683,778	-
TexPool	5.32%		89,019,947	83,891,398	\$ 5,128,549
T-Note	1.87%	04/30/24	10,003,051	10,003,051	-
Independent Financial CD	5.39%	08/04/24	10,648,381	10,648,381	-
T-Note	1.48%	08/31/24	4,995,265	4,995,265	-
East West Bank CD	5.73%	09/16/24	5,154,943	5,154,943	-
FHLB	4.48%	10/03/24	10,000,000	10,000,000	-
Totals			\$ 171,605,312	\$ 166,476,763	\$ 5,128,549

Allocation

December 31, 2023

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

Town of Prosper, Texas

March 31, 2024 Quarterly Investment Report Investment Strategy Addendum

As noted in the Economic Overview, the FOMC has tightened 525 basis points in the since early 2022 and as anticipated, left the fed funds rate steady at a 23-year high of 5.25%-5.50%. The increases since 2022 reflect The Federal Reserve's efforts to slow the economy and reduce inflationary pressures.

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



POLICE DEPARTMENT

To: Mayor and Town Council

From: Whitney Rehm, Budget Officer & Grants Administrator

**Through: Mario Canizares, Town Manager
Doug Kowalski, Chief of Police**

**Re: FY 2024 MVCPA SB 224 Catalytic Converter Grants Second Solicitation
Grant Application**

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2024 Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grants Second Solicitation Grant.

Description of Agenda Item:

The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2024 (FY 2024) Request for Applications (RFA). Senate Bill 224 provides that, “The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state... may be appropriated to the Authority for the activities required by this section.” To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft.

To help combat catalytic converter theft in the Town of Prosper, the Police Department will be requesting 4 Flock Camera Trailers \$82,000, Traffic Analytics \$24,000, and 3SI's ESO Trackers \$13,000. The 4 Flock Camera Trailers will be mobile and allow Prosper PD to place these trailers in areas that have a high likelihood of catalytic converter theft, vehicle thefts and burglary of motor vehicles. Traffic Analytics complements Flock by providing data analytics, providing vehicle counts, and vehicle demographics. The ESO trackers will allow Prosper PD to purchase small GPS trackers that belong to the Town of Prosper instead of borrowing them from other agencies during criminal investigations especially those dealing with catalytic converter theft and other crimes associated with motor vehicles. These equipment requests will complement our existing Flock Safety Program footprint and allow our officers to solve crimes expeditiously.

This grant is funded at 100% if selected by the Motor Vehicle Crime Prevention Authority. The Town of Prosper will be responsible to initially fund the equipment out of General Fund, and the MVCPA will reimburse the Town of Prosper.

Budget Impact:

The total funds requested will be approximately \$119,000 and will be funded from the Police Department's Capital Account, 100-6140-20-01.

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. Solicitation
2. Quotes
3. Resolution

Town Staff Recommendation:

Town staff recommends the Town Council approve a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2024 Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grants Second Solicitation Grant and approve the authorization to accept the FY 2024 Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grants Second Solicitation Grant, if awarded. A future budget amendment will be requested to account for the grant income and to allocate funding for this project.

Proposed Motion:

I move to accept a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2024 Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grants Second Solicitation Grant and approve the authorization to accept the FY 2024 Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grants Second Solicitation Grant if awarded.

MOTOR VEHICLE CRIME PREVENTION AUTHORITY
Fiscal Year 2024 Request for Applications – SB 224 Catalytic
Converter Grants Second Solicitation
April 5, 2024

Notice of Request for Applications

The Motor Vehicle Crime Prevention Authority (MVCPA) has authorized the issuance of the Fiscal Year 2024 (FY 2024) Request for Applications (RFA). Senate Bill 224 provides that, “The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state... may be appropriated to the Authority for the activities required by this section.” To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft. Eligible applicants may request funds for program operation by submission of an application consistent with the information, including the requirements and conditions stated in this RFA. This RFA is posted in the Texas Register for at least thirty (30) days prior to the due date for Applications.

All applications submitted will be for FY 2024. If awarded an FY 2024 SB 224 Catalytic Converter Grant, the MVCPA may provide a FY 2025 grant subject to availability of funding and grantees’ positive program performance. The MVCPA may use the same FY 2024 application and prorated budget values as originally submitted for the additional period. Any ongoing program (scope) changes or budget changes will be submitted by grantees through the grant adjustment process after the creation of the second-year grants.

Due Date

Grant Applications from eligible applicants must be completely submitted on-line at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 10, 2024**. **First time applicants must establish an account and perform account setup steps prior to an application being able to be submitted.**

The required Resolution and any optional supporting documents must be scanned and submitted as attachments to the application at <https://MVCPA.tamu.edu> on or before **5:00 PM, May 10, 2024**.

Applicable Authority and Rules

Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards, and guidelines:

- Texas Transportation Code Chapter 1006
(<https://statutes.capitol.texas.gov/Docs/TN/htm/TN.1006.htm>)
- Texas Administrative Code (TAC): Title 43; Part 3; Chapter 57
([https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=3&ti=43&pt=3](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=3&ti=43&pt=3))
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas

Comptroller of Public Accounts (<https://comptroller.texas.gov/purchasing/grant-management/>)

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and any subsequent adopted grantee instruction manuals (https://www.txdmv.gov/sites/default/files/body-files/MVCPA_FY20_Grant_Admin_Manual.pdf)
- This Request for Applications issued on **April 5, 2024**.

Eligible Applicants.

Only Texas law enforcement agencies through their city or county are eligible to apply for the FY 2024 SB 224 Catalytic Converter Grant funding.

Application Category

New Grant – These are potentially annual grants subject to available legislative funding. ***The 20 % Cash Match will be waived for this grant application only (FY 2024).*** Applicants meeting the eligibility requirements may submit a new grant application to the priority established by the MVCPA in the FY 2024 RFA. New applicants shall email MVCPA at GrantsMVCPA@txdmv.gov from an official governmental agency email account to request an account and that access be established.

Grant Type

Reimbursement – This is a total program budget reimbursement grant. Applicants that are awarded grants will expend local (agency) funds and then will be reimbursed quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

Grant Term

The FY 2024 grant cycle is a one (1) year funding cycle to begin on September 1, 2023, and end August 31, 2024. Subject to availability of funding and grantees' positive program performance the MVCPA may provide a FY 2025 grant using the same on-line application systems and prorated budget values as originally submitted. No obligations or expenses may be incurred or made outside of the grant period(s).

Method of Application

Grant Applications from eligible applicants shall be completely submitted on-line at <https://MVCPA.tamu.edu> **on or before 5:00 PM, May 10, 2024**. All forms will be completed on-line. The Resolution and all supporting documents must be submitted as attachments.

Resolution Required

A Resolution (Order or Ordinance) by the applicant governing body is required to make application for these funds. The resolution shall provide that the governing body applies for the funds for the purpose provided in statute (SB 224 and this RFA) and agrees to return the grant funds in the event of loss or misuse and designate the officials that the governing body

chooses as its agents to make uniform assurances and administer the grant if awarded.

Only the governing body that submits an application needs to adopt and submit a Resolution. Participating jurisdictions in multi-agency taskforces shall agree and commit to the grant through Interlocal Cooperation Contract or agreements as provided under Texas Local Government Code Chapter 362, Texas Government Code Chapter 791, and TxGMS.

In the event a governing body has delegated the application authority to a city manager, chief of police, sheriff or other official, then applicants must submit on-line a copy of the delegation order (documentation) along with the Resolution signed by the official. A sample Resolution is attached as Appendix A.

Program Category

To be eligible for consideration for funding, a law enforcement taskforce grant application must be designed to support one or more of the following MVCPA program categories (43 TAC §57.14):

Law Enforcement, Detection, and Apprehension - provide financial support to law enforcement agencies for catalytic converter theft and crime enforcement teams (referred to as taskforces). Taskforces will develop organized methods to combat catalytic converter theft through the enforcement of applicable law. This may include recovery of vehicles, clearance of cases, arrest of law violators, and disruption of organized motor vehicle crime. This category includes development of uniform programs to prevent stolen catalytic converters from entering Mexico or being removed from Texas through outbound seaports.

Prosecution/Adjudication/Conviction - provide financial support for taskforces to work with prosecutors and the judiciary to implement programs designed to reduce the incidence of catalytic converter theft.

Prevention, Anti-Theft Devices and Automobile Registration - provide financial support for taskforces to work with organizations and communities to reduce the incidence of catalytic converter theft. The application shall demonstrate how financial support will assist motor vehicle owners to reduce catalytic converter theft.

Reduction of the Sale of Stolen Vehicles or Parts - provide financial support for taskforces to work with businesses, organizations, and communities to reduce the sale of catalytic converters. Applicants will develop organized methods to combat the sale of stolen catalytic converters using any of the following: vehicle identification number (VIN) inspections; inspections of motor vehicle part and component distribution enterprises; parts labeling and etching methods; and means to detect the fraudulent sale of stolen catalytic converters.

Educational Programs and Marketing – provide financial support for taskforces to work with individuals, businesses, organizations, and communities to assist motor vehicle owners in detecting and preventing catalytic converter theft. Develop and provide specialized training or

education program(s) to the public on detecting and preventing catalytic converter theft, law enforcement on interdiction and prosecution, and government officials on detecting and preventing catalytic converter theft in this state.

Priority Funding

The MVCPA enabling statute provides that “The authority shall allocate grant funds primarily based on the number of motor vehicles stolen in, or the motor vehicle burglary or theft rate across, and the number of fraud-related motor vehicle crimes committed in the state rather than based on geographic distribution.” (TTC Section 1006.151(c); SB 224). In addition, the following grant features will be given priority consideration in evaluating **new** grant applications:

Continuing Funded Programs in Compliance with MVCPA Grant Conditions –

Applications that provide for the continuation of existing programs that currently meet the program and fiscal reporting conditions of the MVCPA grant program. Applicants must provide the ongoing need and their progress and impactful performance toward detecting and preventing catalytic converter theft.

The applicant must describe the experience and qualifications of investigators used in the program and how utilization of grant inventory and resources for continued operation of these specialized investigative grant programs are useful for state and local governments.

Programs to Combat Organized Catalytic Converter Crime – Applications for detecting and preventing catalytic converter theft enforcement teams that introduce, increase, or expand efforts to detect and prevent theft of catalytic converters by organized crime.

Border and Port Security – Applications that provide specific initiatives to identify and prevent stolen catalytic converters from crossing the border with Mexico using automatic license plate readers, training of local state and federal personnel in the identification of stolen vehicles, and bridge and port inspections.

Use of Technology – Applications that incorporate automatic license plate reader programs, surveillance equipment, and other uses of technology to increase the number of stolen catalytic converters recovered and the number of persons arrested for catalytic converter crimes.

Theft of Parts from a Motor Vehicle – Applications that incorporate a reasonable, objective plan to combat and prevent the theft of catalytic converters.

Dedicated Prosecutors – Applications that incorporate a dedicated prosecutor to increase the priority of catalytic converter theft prosecutions and decrease the number of repeat offenders through successful and timely prosecution efforts.

Supporting Documents

Documents that provide evidence of local support or commitment from other officials or agencies for the application may be submitted following the same instructions as the Resolution. Interagency agreements shall be submitted prior to payments being authorized if an award is made. MVCPA recommends that interagency agreements be completed after award determinations are made to ensure correct amounts are reflected in those agreements. All interagency agreements must meet the conditions and elements required in the TxGMS.

Supplanting Prohibited

Grant funds provided by the Authority under this RFA shall not be used to supplant federal, state or local funds that otherwise would be available for the same purposes (43 Texas Administrative Code §57.9). Supplanting means the replacement of other funds with MVCPA grant funds. This shall include using existing resources already available to a program activity as cash match.

NICB – Applicants may enter into formal agreements with the National Insurance Crime Bureau (NICB) to work on grant funded activities. The amount of salary and other direct costs related to the work on grant activity provided by the NICB may be reported. Time certifications are required to be made by the employee for these positions as required by TXGMS.

In-Kind Match

Only include in-kind match if necessary for the local jurisdiction. In-kind match may be used to: 1) reflect the total level of jurisdictions' effort/costs to combat catalytic converter theft; 2) reflect how the grant program fits into jurisdictions' operation; 3) effectively operate a single program with multiple funding streams; and/or 4) contributions from the applicant or third parties that are for grant funded activity. Costs in detail line items shall not be split between in-kind match and grant funding. For example, the entire salary of an officer shall be placed in one expense type rather than split between grant and in-kind.

Reporting and Webinar Attendance Requirements

Applicants that are awarded grants will be required to provide:

Quarterly Progress Reports - The MVCPA requires the submission of quarterly progress reports to demonstrate progress toward meeting goals and activities provided in the grant application. These include: 1) Monthly progress toward meeting statutorily required performance measures; 2) Monthly progress recorded on the Goals, Strategies and Activities report; and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature.

Quarterly Financial Reports – Reports of actual expenses incurred are required to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed, and maintain documentation that is accurate and complete. All expenses must be

supported by appropriate documentation.

Webinar Attendance: One grant financial representative from the applicant agency is required to attend a monthly session via teleconference or webinar that includes information on MVCPA grant administration.

One law enforcement officer is required to attend the information sharing and networking sessions on a monthly session via teleconference or webinar that includes law enforcement issues and other MVCPA issues critical to the successful operation of MVCPA taskforces.

Funding Requirements and Conditions

- a) State Funds Availability – All awards by the MVCPA are subject to availability of state funds.
- b) Right of Refusal – The Authority reserves the right to reject any or all of the applications submitted.
- c) Awards – Publishing the RFA does not legally obligate the Authority to fund any programs.
- d) Partial Funding – The Authority may choose to offer funds for all, or any portion of a program submitted in an application.
- e) Substitution – The Authority may offer alternative funding sources, special conditions, or alternative program elements in response to submitted Applications.
- f) Application Required – Registration for on-line access is required. The MVCPA is not responsible for applicants that cannot complete the registration and application process on time.
- g) No Alternative Application Submission – Paper applications and requests for funding are not accepted in lieu of the on-line grant application process.
- h) Review Criteria – Authority staff and any designated MVCPA Board member(s) will review each grant using subjective and objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Authority.
- i) Questions and Clarification – During the review period, the applicant may be contacted by Authority staff to ask questions or to seek clarification regarding information provided in the application. Failure to promptly respond will not disqualify an applicant, but information that is submitted after the review period may not be considered.
- j) Final Selection – The Authority may select and award programs that best meet the statutory and legislative purposes of SB 224 and that reflect its current priorities. No appeal may be made regarding the Authority's decisions.
- k) Changes in Application – If an applicant proposes changes to be made in the program type or participation of jurisdictions after an award is determined, then the Authority will review the changes and may make modifications (including the amount) or cancel the award as deemed appropriate by the Authority.
- l) Delayed Start – An applicant that is awarded a grant and does not begin operations within 30 days of the issuance of the Statement of Grant Award is considered terminated.
- m) Application instructions – the MVCPA will provide additional details and

instructions in the on-line application system that are incorporated by reference as part of this RFA and which must be followed during the application and award process.

- n) Program Income – is defined in the TxGMS. Current grantees carrying forward program income to future years will follow the new rules established by the Texas Comptroller and MVCPA Grant Administrative Manual.
- o) TCOLE Certifications Required – All law enforcement agencies regulated by Chapter 1701, Occupations Code must certify that they are in compliance with the Texas Commission on Law Enforcement standards or provide a certification from the Texas Commission on Law Enforcement that states that the requesting agency is in the process of achieving compliance with said rules.

Selection Process:

Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review.

Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified within ten (10) working days after the due date.

Application Workshop

Potential applicants are requested to attend the on-line “Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant Application Workshop” which has been scheduled for: **Wednesday April 24, 2024 (9:00 AM to 11:00 AM)**. Join by using the following links:

THIS MEETING WILL BE HELD REMOTELY VIA MICROSOFT TEAMS MEETING

Join on your computer, mobile app or room device.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmFmYWMxZDAtZjM4NS00NzNkLTg0YzAtMjBiNDU3MmExZGRh%40thread.v2/0?context=%7b%22Tid%22%3a%2272719f70-3533-46b3-9456-ec1235143768%22%2c%22Oid%22%3a%220514ac85-ebb6-4d6b-83c8-d095df91e59b%22%7d

Meeting ID: 276 681 916 419

Passcode: yEZLm6

Download Teams (<https://www.microsoft.com/en-us/microsoft-teams/download-app>)

Join on the web (<https://www.microsoft.com/microsoft-teams/join-a-meeting>)

Or call in (audio only)

+1 737-787-8456,,870654560# United States, Austin

Phone Conference ID: 870 654 560#

MVCPA Application Checklist

Each Applicant must:

- 1) Complete the on-line Application on or before **5:00 PM, May 10, 2024;**
- 2) Complete the Resolution with the city or county and attach with other supporting documents on or before **5:00 PM, May 10, 2024.**

Appendix A
Updated Sample Motor Vehicle Crime Prevention Authority Resolution

Applicants must use the language below to meet the minimum legal elements to execute an agreement with the MVCPA through the grant application process. Cities and counties not wanting to use the sample below must address all the legal elements contained herein.

2024 Blank City / County Resolution or Order or Ordinance
Motor Vehicle Crime Prevention Authority

2024 Blank City / County Resolution

SB 224 Catalytic Converter Grant Program

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, [GOVERNMENTAL ENTITY] has agreed that in the event of loss or misuse of the grant funds, [GOVERNMENTAL ENTITY] agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that [TITLE], is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that [Name] is designated as the Program Director and [Name] is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2024.

NAME
TITLE: County Judge /Mayor/ City Manager

Flock Safety + TX - Prosper PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
James Allen
james.allen@flocksafety.com
(972) 561-6737

Created Date: 03/01/2024
Expiration Date: 03/31/2024
Quote Number: Q-70578
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 101 S Main St Prosper, Texas 75078

Ship To: 101 S Main St Prosper, Texas 75078

Billing Company Name: TX - Prosper PD

Subscription Term: 12 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$0.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			

Custom Recurring Subscription	\$20,000.00	1	\$20,000.00
Custom Recurring Subscription	\$21,000.00	1	\$21,000.00

Subtotal Year 1:	\$41,000.00
Annual Recurring Subtotal:	\$0.00
Estimated Tax:	\$0.00
Contract Total:	\$41,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$41,000.00
Annual Recurring after Year 1	\$0.00
Contract Total	\$41,000.00

*Tax not included

Item 6.

Product and Services Description

Flock Safety Platform Items	Product Description
-----------------------------	---------------------

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Community

FlockOS Features	Description
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Flock Safety + TX - Prosper PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
James Allen
james.allen@flocksafety.com
(972) 561-6737

Created Date: 03/01/2024
Expiration Date: 03/13/2024
Quote Number: Q-66400
PO Number:



Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 101 S Main St Prosper, Texas 75078

Ship To: 101 S Main St Prosper, Texas 75078

Billing Company Name: TX - Prosper PD

Subscription Term: 12 Months

Billing Contact Name:

Payment Terms: Net 30

Billing Email Address:

Retention Period: 30 Days

Billing Phone:

Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$0.00

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Custom Recurring Subscription	\$500.00	48	\$24,000.00

Subtotal Year 1:	\$24,000.00
Annual Recurring Subtotal:	\$0.00
Estimated Tax:	\$0.00
Contract Total:	\$24,000.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$24,000.00
Annual Recurring after Year 1	\$0.00
Contract Total	\$24,000.00

*Tax not included

Item 6.

Product and Services Description

Flock Safety Platform Items	Product Description
-----------------------------	---------------------

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Community

FlockOS Features	Description
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TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE 2024 SB 224 CATALYTIC CONVERTER GRANT PROGRAM; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper finds it in the best interests of the citizens of the Town of Prosper (“Town”) that the Town submit a grant application for the SB 224 Catalytic Converter Grant Program to be funded by the Motor Vehicle Crime Prevention Authority Taskforce Grant Program for the 2024 fiscal year; and

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, the Town agrees to provide applicable matching funds for said project as required by the Motor Vehicle Crime Prevention Authority grant application; and

WHEREAS, the Town agrees that in the event of the loss or misuse of the grant funds, the Town agrees and assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority in full; and

WHEREAS, the Town designates the Budget Officer & Grants Administrator as the Authorized Official to apply for, accept, reject, alter, or terminate the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant on behalf of the Town; and

WHEREAS, the Town designates that Jon Kundak is designated as the Program Director and Marcus Northcutt is designated as the Financial Officer for this grant.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION 2

The Town Council of the Town of Prosper does hereby approve the submission of the grant application for the Motor Vehicle Crime Prevention Authority 2024 SB 224 Catalytic Converter Grant Program.

SECTION 3

This Resolution shall be effective from and after its passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE ___ DAY OF _____, 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



LIBRARY

To: Mayor and Town Council

From: Leslie Scott, Director of Library Services

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

Re: Library Policy Revisions

Town Council Meeting – 4/30/24

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving an update to the Library Policies.

Description of Agenda Item:

Town staff is recommending minor updates to the Library Policy. The previous Policy did not include information on Community Room access, did not specify hotspot data coverage, and were not specific enough with children left unattended in library.

The proposed updates to the policies include changes in word choice, procedural clarifications for children left unattended in the library, donation information, and hotspot limitations. These formalized policies will protect both the patrons and the Library, present a professional mode of business, and support the American Library Association standards of library conduct.

The Library Board reviewed and approved the proposed updates at their March 27, 2024 meeting.

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. Library Policies Redline Version
2. Library Policies Clean Version

Town Staff Recommendation:

Town Staff recommends council approve an update to the library policies.

Proposed Motion:

I move to approve an update to the Library Policies as presented.

Prosper Community Library Policies

Mission Statement

To inform, encourage, engage, and entertain citizens by providing resources and services that respect individuals and ideas, inspire life-long learning, and build community.

The library upholds and supports the “Library Bill of Rights.”

Purpose of Policy

This document states the policies and plans governing the Prosper Community Library.

Hours of Operation

The library's hours of operation are intended to serve the needs of the greater community. Hours of operation of the library facility will be recommended by the Library Director and Library Board, with approval of the Executive Director of Community Services, Town Manager, or Town Council. Hours of operation are dependent upon budget, staffing levels, and usage patterns. Hours may be modified, reduced, or extended depending upon these factors. Business hours are subject to change due to town recognized holidays, emergencies, inclement weather or by other library actions.

Circulation Policy

Borrowing materials from the Prosper Community Library is a service and a privilege extended by the Town of Prosper to facilitate the use of its library materials, programs, and space. The Library Director is authorized to promulgate and enforce such rules, procedures, and limitations as may be necessary for the protection of the town's library property as well as for the widest and best use of the materials and space. This includes limiting by type, subject, format, quantity, and time the materials which may be circulated. The library is also authorized to establish rules, procedures, and parameters for the provision of borrower registration privileges, library card uses, and the renewal of privileges. Misuse, abuse, or neglect of returning library materials repeatedly may result in forfeiture of library membership.

Patron Registration

Any taxpaying resident of the Town of Prosper, upon completion of an application, proof of identification and Town residency, is eligible for free library membership. Identification will be a valid US or Texas government photo. Proof of residency will be confirmed through CAD (County Appraisal District). In lieu of an expired or invalid government issued photo ID card and/or CAD verification, some form of official photo identification and, a lease/home closing documents and/or most current utility bill (i.e., water/sewer, gas, electric) may suffice.

There are two (2) categories of membership to obtain library cards:

- Free permanent as well as limited memberships are available to those who can document* that they live in a household that receives/pays a Town of Prosper utility bill and the CPR/C48 (Prosper Town) tax.
 - In-person renewal is required bi-annually (every 2 years).

- Paid memberships apply to those who do not pay a Town of Prosper utility bill or the CPR/C48 (Prosper Town) tax. The cost is \$50 per library card holder annually.
 - In-person membership renewal and payment are required annually.

Acceptable Residence Verification Documents:

There are two primary ways to prove residency:

1. Present a valid/non-expired government issued photo identification indicating your correct address.
2. If the photo ID does not indicate applicant's correct address, the applicant will also need a paper or digital utility bill (water, sewer, gas, electric) indicating services to the place of residence in addition to a photo ID.
 - If the applicant is a new resident and has not yet received a utility bill, closing documents or rental/lease agreement indicating place of residence will suffice. Purchase contracts are not accepted.

Collin or Denton County's Appraisal District databases may be referenced to determine which city or town ~~a~~—the applicant pays their taxes to. These databases can be found at www.collincad.org/ or www.dentoncad.com/.

Non-residents must pay an annual membership fee of \$50 per card. Identification requirements are the same for a resident. Membership is non-refundable and is not prorated.

A Temporary Membership may be obtained with other forms of identification. See library staff for qualifications and rules for this type of adult membership.

By applying for a library card and the associated privileges, the individual agrees to abide by all policies and rules of the library and acknowledges responsibility for all items checked out on the card including reasonable care and protection from damage. By use of the library card the patron agrees to pay for any lost or damaged materials checked out on the card as well as any fees assessed on the account. The patron also agrees to promptly notify the library if the card is lost or stolen.

The parent accepts legal responsibility for the child's use of the library and all materials checked out on the child's card, including charges for lost or damaged materials or any library fees assessed on the account.

Individuals who have attained the age of eighteen (18) are an adult as to library usage and may assume the responsibilities which accompany the obtaining of a library card by applying for their own separate card. This does not relieve the parent/guardian of any obligations that are incurred by their minor child, as defined by and under the laws of the State of Texas.

The library reserves the right to verify identity and confirm patron information at any time. [Membership may be terminated for intentionally falsifying personal information.](#)

Borrowers holding a valid library card must present their own card at the time they wish to check out materials; however, a family member or designated individual is permitted to check out materials on another member's card if they have possession of that card. Positive identification

may be requested for verification purposes. A patron may not check out items on a card they do not hold in their possession by any other means.

Circulation Procedures

Borrowers in good standing regarding overdue/lost items and whose accounts are clear of fees, charges, or other restrictions will be permitted to check out materials for the time specified for those materials.

- Patron may check out up to twenty (20) items maximum per card.
- Materials are loaned for a period of two (2) weeks.
- One (1) kit maximum per card.
- Library materials should be returned on or before the due date. If they are not returned by the due date, they will be considered overdue.
- Patrons are responsible for all materials that are checked out on their account.
- Once an item becomes overdue, patrons will receive overdue notices via email and the patron's account will be restricted until all items are returned and borrowing privileges will be suspended.
- E-books are available with a library card in good standing through the library's electronic materials providers in accordance with their contracted use policies. Up to five (5) items may be checked out at one time, each for a maximum of two (2) weeks. Items may not be renewed, but they may be returned and checked out again if not on hold for another patron. A hold may also be placed on items that are not currently available for checkout.

Holds/ To Go Service

Prosper Community Library permits patrons to place a hold on certain designated types of materials. A maximum of 10 holds may be placed per library card. If a library card already has 20 items checked out, it will not allow holds to be checked out until enough items are returned to allow for the holds to be checked out. When the hold item becomes available, the items will be checked out to the patron and the patron will be notified and given three (3) library business days to pick up the item(s). When holds are repeatedly not picked up, the library will restrict the card and all associated cards for future holds due to abuse. This restriction is irrevocable by library staff and the Library Director. New cards may not be issued to circumvent the abuse block.

Renewals

Items may be renewed one time unless a hold has been placed on the items.

- Renewals should be made online by the patron through their account's login the day before the item's due date.
- Once an item is overdue, renewal may no longer be possible due to repeated overdue/abuse of the library's lending policy, at which time the item(s) must be returned to the library and made available for other patrons.
- Patrons may not circumvent this renewal policy by checking an item in only to check it out again.

Library Fines/Replacement Costs for Lost/Damaged Materials:

Library materials that are returned in a damaged condition are evaluated according to current library guidelines. Minor damage may be repaired so that the material may continue to be used. Significantly damaged or missing pieces to items will remain in the patron's account until the missing piece(s) has been returned and will be withdrawn from the collection and replacement cost and fee assessed.

- The replacement cost of library materials will be charged to the patron for a lost or damaged item.
- Items may NOT be purchased by a patron and brought to the library to replace an item they lost or damaged.
- The patron will be charged a \$5.00 ~~processing replacement~~ fee in addition to the assessed value of the item.
- A \$5.00 processing fee will be charged to an account for each items returned missing its barcode, spine label, or protective covering.
- Individual replacement fees are assigned to patron's account for missing/damaged DVD~~vd~~ cases, audiobook cases, kit cases, and backpacks.
- Patrons and their dependents who owe a fine or have lost overdue materials will not be allowed to check out items or renew membership until all fees are paid.
- Borrowing privileges may be suspended or forfeited for repeated overdue or damaged items or neglect of following library policies.
- A refund may be issued if lost item is found and returned to the library in the same condition it was borrowed within 30 days of payment. Abuse of this policy will result in forfeiture of this refund policy.

Computer Assistance by Library Staff

The library provides computers and wireless access as a resource to the community and expects patrons to use them independently. Library staff does not provide one-on-one training on how to use the computers, websites, or computer programs. Library staff does not provide technical services for gaining access to the wireless network for personal computers brought into the library, cell phones, electronic reading devices, or other personal devices.

Patron Confidentiality

Prosper Community Library supports intellectual freedom for everyone and has established these regulations to protect personal identifiable information contained in library records accessible in the library or through its computer systems.

- Patron records are regarded as confidential by library employees. Library staff will not discuss contents with others.
- Library staff will access patron records to conduct library business only.
- Library staff will seek counsel from the Town's Attorney before responding to any request by a third party for personally identifiable information about any user. Such information includes database search records, reference interviews, electronic requests for information, circulation records, and other personally identifiable uses of library materials, facilities, or services.
- A person who presents a library card belonging to another individual for any purpose is not granted access to the confidential records associated with the library card unless that person is the parent or guardian of the minor card holder.

Study Rooms

The library has limited study room space. As a result, this policy is in ~~place~~place to create fair access to these spaces. Study rooms may be used on a first come, first served basis.

Study Room Use

1. Patrons (adult or juvenile) must have a valid Prosper Community Library card in good standing.
2. Member users must check-out the room via presentation of their library card or photo ID.
3. Study rooms may be utilized for two hours on a first come, first served basis. After two hours, the occupants may continue to use the space provided no one requests the space. The room in which the occupant has used the room the longest will be the first required to vacate.
4. If a study room is not available upon arrival, the patron will be informed as to when one will be available.
5. If a study room is not available, a patron may sign up to be next in line and must remain in the library to wait their turn.
6. Any study room left unattended for more than 15 minutes will be considered vacant and available for use by others. Unattended items will be placed in the library's lost and found.
7. The Prosper Community Library assumes no responsibility for either library or personal possessions left in the study room.
8. Light pre-packaged snacks and drinks in covered containers are allowed. Proper disposal of aforementioned items is required upon vacancy.
9. Reservations are not taken for study rooms. No phone or email requests are allowed. Requests can only be made in person at the time of use.
10. No one under the age of 13 years old may utilize a study room without adult supervision, nor use the room alone.
11. Maximum of four individuals may occupy a study room at one time.
12. In the case of groups (four or less) using the room, one person will represent the group for its tenure in the room. Consecutive, hourly signups by other persons of the same group are not allowed.
13. White board marker kits are available at the reference desk to use. No markers, other than the library's, are allowed to be used on the white boards.
14. Disruptive behavior will lead to a loss of access to the study room(s). Noise should be held to a reasonable level as the rooms are not soundproof.
15. Teleconferencing and/or phone calls are allowed as long as the volume is not considered disruptive or intrusive as the rooms are not soundproof.
16. Study Rooms are not available to be used for any of the following:
 - a. For purposes prohibited by town ordinance, by state or federal law, or Library Policy.
 - b. For commercial advertising or direct solicitation of clients or customers.
 - c. For fund-raising.
 - d. For events which directly profit the business of a commercial organization or individual.

The 2nd Level Conference/Quiet Room serves a maximum of eight (8) people for the purpose of allowing individuals or small groups to meet or to have a quiet workspace. It cannot serve both roles (conference and quiet space) at the same time, and therefore can only be one or the other at any given time.

Used as a Conference Room: The intent is to accommodate activities such as discussion groups, panels, small lectures, or meetings. Social events are not permitted.

1. Conference Room must be reserved by an adult via a Prosper Community Library card in good standing. Card holder must be in attendance of the meeting taking place in the conference room.
2. Reservations must be made in person and no more than one week in advance. No phone or email reservations are accepted.
3. A maximum of 8 people may use the room at any time. No additional seating may be taken from the library and relocated into the room.
4. Attendees must be at least 15 years old.
5. Conference room may be reserved for a maximum of two hours.
6. White board marker kits are available at the reference desk to use. No markers, other than the library's, are allowed to be used on the white boards.
7. Light snacks and drinks in covered containers are allowed. Proper disposal of aforementioned items is required upon vacancy.
8. The library will not provide computers, projectors, or other electronic equipment. Nor does the library provide personnel to assist in technical support, room set up/take down, or other materials needed by groups using the conference room.
9. Disruptive behavior or group activities which may cause a disruption to regular library operations will lead to an immediate loss of access to the conference room.
10. Chairs and tables exclusive to the room are provided by the library and restoring to original furniture set up is the responsibility of the user.
11. Meetings taking place near the end of the library operating day must be completed, cleaned up and vacated 10 minutes before the end of the reservation/close of library.
12. Conference Rooms are not available to be used for any of the following:
 - a. For purposes prohibited by town ordinance, by state or federal law, or Library Policy.
 - b. For commercial advertising or direct solicitation of clients or customers.
 - c. For fund-raising.
 - d. For events which directly profit the business of a commercial organization or individual (including professional tutoring services).
13. Solicitation or sales of products and services is prohibited. Charging fees, selling items, charging fees for attendance, or a requirement to purchase materials is not allowed.

Used at a Quiet Room: When not reserved for a meeting, this space is intended for quiet study or reading.

1. Furniture set up is not to be adjusted.
2. Light snacks and drinks in covered containers are allowed. Proper disposal of ~~forementioned~~the aforementioned items is required upon vacancy.
3. Foods that emit smells are prohibited.
4. Cell phones must be set to silent, and all calls taken outside the library.

5. Group study or work are considered a meeting and should be booked as such. Minimum number of 4 people are required to reserve the conference room for that use.
6. Room reservations will be posted on the entrance to the Conference Room/Quiet Room and occupants will be given a 10-minute notice to vacate 5 minutes before the next scheduled reservation.
7. Occupants must be 13 years of age or older.

Collection Development

Prosper Community Library seeks to fulfill its mission by selecting, acquiring, organizing, preserving, maintaining, and providing access to a collection of materials in the most current formats available, including electronic resources. The collection will address the interests and needs of the diverse community it serves in a format that is best suited to meet those needs and interests.

Materials Selection Policy

This policy guides the development and continuous evaluation of library materials to reflect Prosper Community Library's mission to inform, encourage, engage and entertain citizens by providing resources and services that respect individuals and ideas, inspire life-long learning and build community.

Prosper Community Library provides library materials in a variety of formats that:

- Inform the public of timely issues and timeless ideas.
- Encourage people to discover, create, and learn.
- Engage citizens to explore diverse opinions and conduct research on topics of interest.
- Entertain all ages seeking recreation and leisure.

1. Philosophy and Objectives

Prosper Community Library's service commitment is to the people within its service area, including people of every age, education, background, personal philosophy, religious beliefs, occupation, economic level, ethnic origin, and human condition. The library upholds the right of the individual to secure information, even though the content may be controversial, unorthodox, or unacceptable to others. To represent the diversity of thought within the Prosper community, materials available in the library encompass a variety of viewpoints enabling citizens to make the informed choices necessary in a democracy. The library does not endorse beliefs or views, nor does the selection of an item express or imply an endorsement of the viewpoint expressed by the author.

Prosper Community Library encourages free expression and free access to ideas, both essential elements in a democratic society. The library supports the individual's right to access ideas and information representing all points of view. The library subscribes to the principles of the American Library Association's "Library Bill of Rights," the "Freedom to Read Statement," and the "Freedom to View Statement," which are included as appendices to this policy. The collection contains information on a variety of subjects and views and is organized to provide free access to patrons within the limitation of space and budget. A complete collection of all that is published is not a realistic goal. However, the library strives to create an attractive, current, and balanced collection representing all fields of knowledge and all sides of issues in an unbiased manner.

2. Responsibility

The authority and responsibility for the selection of library materials rests with the Library Director. Library card holders may recommend materials for consideration through the library's membership software.

3. Collection Structure

The placement of materials within the library is determined by several factors. The library uses the Dewey decimal classification scheme which divides materials by subject.

Professional catalogers use Dewey and Library of Congress subject headings to place materials into the proper subject areas and assign them to Adult, Young Adult, Juvenile, Reference, or other specific areas of the library.

4. General Selection Criteria

Prosper Community Library seeks to develop an outstanding collection within the constraints of budget allocations and shelf space. Materials purchased for the collection are not an endorsement by the library of either the content or viewpoint presented in them. The library provides, within its financial and space limitations, a general collection of materials embracing broad areas of knowledge, as well as literary and cultural genres. Included are works of enduring value and timely materials on current issues. Within the framework of these broad objectives, selection is based on community demographics and evidence of areas of interest.

Collections are reviewed and revised on an ongoing basis to meet contemporary needs. Collections are current and popular, not archival, and materials are not needlessly duplicated. Collections provide general coverage of subjects and reflect the characteristics of the community. Materials are withdrawn from the collection to maintain the collection's usefulness, timeliness, and relevance.

To build and maintain a collection of merit, materials are evaluated according to one or more of the following criteria. Not all criteria must be met and no one criterion will be decisive. Additional criteria may be used to select materials for specific collections.

- Current and relevant to community needs and interests
- Suitability of subject and style for intended audience
- Attention of critics and expert reviewers
- Cost in relation to value to the collection
- Comprehensiveness
- Skill, competence, purpose of author
- Reputation and significance of author
- Objectivity
- Authenticity of history or social setting
- Consideration of the work as a whole
- Representation of diverse point of view
- Suitability in physical form for library use
- Technical quality
- Local or national significance
- Legal or licensing rights
- Adheres to accreditation standards set by TSLAC

5. Selection Tools

Among the selection tools used by the Library Director and library staff include professional library journals, trade journals, subject bibliographies, publisher's reputation, promotional materials, and reviews from reputable sources. Since the Library collection reflects the unique community culture of Prosper, consideration is also given to materials requested by citizens of the community. Circulation history, statistics, and books in series will determine additions to the collection as well.

6. Excluded from selection:

- Textbooks and curriculum-related works unless they are considered useful to the general reader as introduction to a subject and their presentation is superior to other sources.
- Scholarly and technical materials that are carried by academic or specialty libraries.
- Items having removable media such as memorabilia, patterns, stickers, sound, or toys.
- Items that have moveable parts such as flap book, tactile learning, or manipulatives (with the exception to items deemed "kits.")
- Puzzles or workbooks that encourage filling in blanks.
- Materials that are publicized solely through infomercials or personal websites.
- Self-published/subsidy published materials unless they are reviewed in established publications.
- Rare book: Since it is the public library's function to make materials available to all users, the Prosper Community Library does not collect rare or unusual materials that require special handling. Rare publications pertaining to Prosper or Texas history will be given to the Prosper Historical Society or another appropriate institution for preservation and protection.
- Genealogical materials.

Collection Responsibilities

Responsibility for the collection rests with the Library Director, who operates within the framework of the Collection Development Policy. The Library Director delegates to staff members authority to interpret and apply this policy in daily operations. All staff contributes to the development of collections driven by patron needs and expectations by:

- Engaging in open, continuous communication with patrons.
- Handling all requests equitably.
- Understanding and responding to continually changing demographics as well as societal and technological changes.
- Recognizing materials of varying complexity and format necessary to satisfy diverse needs.

Town of Prosper Community Room

Community Room reservation requests may be made through the Town of Prosper web-site: prospertx.gov/187/community-room-reservations. The Library does not manage room reservation bookings.

Collection Maintenance

The library keeps its collection vital and useful by withdrawal and replacement of essential materials, and by ~~removal of~~removing those works that are worn, outdated, unnecessary duplicates, or no longer in demand. The library uses the Texas State Library and Archive Commission's CREW Method (Continuous Review, Evaluation, and Weeding) for guidance when reviewing collection.

Donated Materials ~~(Donations may not be accepted during health crisis spikes to decrease exposure to library staff.)~~

~~**The library is not accepting donations of any kind at this time. The library accepts donations of books, audiobooks, and DVDs that are gently used, in excellent condition, with current publication dates. Not all donations are added to the collection. Self-published donated items will not be added to the collection without positive professional reviews. Donated materials not added to the collection are not returned to the donor but may be sold in the annual Friends of Prosper Community Library book sale fundraiser or disposed of if not deemed suitable. Games, toys, puzzles, workbooks, sheet music, etc., are not accepted.**~~

~~The library retains unconditional ownership of all donations.~~

~~The library does not place a value on donations nor provide appraisals for income tax or any other purpose. A tax deduction receipt letter is available for all donations.~~

~~Gift subscriptions to periodicals are welcomed and accepted if the periodical falls within the guidelines of the Collection Development Policy and must be pre-approved by the Library Director.~~

Purchase Requests

Purchase suggestions from patrons provide librarians with useful information about local interests or needs not currently met by the collection. The librarians evaluate requests for specific items in accordance with the established selection objectives and criteria. If the item is not added to the collection, the patron may have an opportunity to borrow the items through Interlibrary Loan.

Local Author Donation

A Local Author Donation form must be completed and submitted to the library. The Local Author Donation Committee will review the application and notify the donor of its determination. Forms are available in the library only.

Public Notices and Non-Library Materials

Only information created/published by the Town of Prosper and Prosper Community Library may be displayed or distributed in the library.

Reconsideration of Materials

Prosper Community Library believes that censorship is a purely individual matter and declares that, while any person is free to reject for themselves materials of which they do not approve, they cannot exercise this right of censorship to restrict the freedom of others to read, view, listen, or inquire. The Prosper Community Library subscribes to the American Library Association's "Library Bill of Rights" and has set these regulations in place to assist in fulfilling the library's

mission to serve the residents of Prosper.

Any patron who is a resident of the Town of Prosper and holds a library card in good standing from the Prosper Community Library is encouraged to speak with library staff if they have questions about the library's collection development policies.

If a resident's concern is not satisfied through discussion with library staff, the resident may create/write a letter titled "Recommendation for Reconsideration of Materials Letter" and send it to the Library Director.

For a Recommendation for Reconsideration of Materials to be considered by the library administration, it must meet the following criteria:

- The patron must be a Town of Prosper resident (Town of Prosper [CPR/C48] taxpayer) and hold a library card in good standing from the Prosper Community Library.
- The recommendation letter must be submitted to the Library Director.

The Library Director will respond directly to the patron or refer the recommendation to the library administration and Library Board for review. The Library Board and administration will review the recommendation and prepare a report to the Library Director. This report will determine whether the materials in question continue to meet the selection criteria of the library, and the Library Director will utilize this report in providing a response to the patron. The review process will be completed within thirty (30) days from the date the Recommendation for Reconsideration of Materials letter is received by the Library Director.

Interlibrary Loan

Interlibrary Loan (ILL) is a service that allows Prosper Community Library card holders access to materials in the collections of other libraries by request. If the materials a cardholder desires are not available in the Prosper Community Library's collection, library staff can attempt to borrow it via the ILL system. An ILL request form must be submitted and the return shipping fee determined by current USPS fee schedule, will be charged to the patron's account upon the library's receipt of the item. This fee must be paid regardless of whether the item is ever picked-up by the patron. Cancellation of the ILL request does not negate this fee. Availability and speed of service is solely dependent on the ILL request software system, lending library processing, and USPS delivery timelines.

Children in the Library

The Prosper Community Library provides a warm, welcoming, exciting, and safe environment for people of all ages. Responsibility for the safety and behavior of children in the library rests with the parent or caregiver.

The safety of children left alone in the library is a serious concern of the library staff. Library staff cannot monitor the behavior and safety of children using the library.

Children under the age of 8 must be physically with an adult parent/caregiver. Parent/caregiver must attend and be engaged in programs with the child as well.

Children under the age of 13 must be accompanied by a parent, designated guardian or caregiver

~~of at least 16 years of age, supervised by a responsible adult (18 years or older).~~ If a child under the age of 13 is in the library, a parent/caregiver must be in the building and aware of the location and behavior of the child.

Children ages 13 - 17 may use the library on their own and are expected to comply with all library rules and the Prosper Community Library Standards of Conduct Policy. Parents/caregivers are still, however, responsible for the behavior of their children. If children do not comply with library rules and the Prosper Community Library Standards of Conduct Policy, library staff may ask them to leave the library and the parent/guardian or police may be contacted.

Unattended/Abandoned Children after Closing Time

Children under 13 are to be always supervised while at the library. The library is not responsible for children without transportation at closing. Library staff will exercise appropriate procedures to ensure the safety of unattended children when the library is closing.

Parents/caregivers are responsible for being aware of the library's hours of operation.

Parents/caregivers must also keep in mind that the library may close unexpectedly for reasons out of the control of staff, such as a power outage, inclement weather, etc.

If no one has arrived for the child within ten (10) minutes after closing time, the staff will call the Prosper Police Department. Two library staff members will wait for the police with the child. Once the police arrive, the child will be turned over to the Prosper Police, and the library staff members will no longer be responsible for the unattended child.

Orientation/Tours

Private group tours are available by scheduling directly with the Library Director.

Exam Proctoring

The Prosper Community Library does not offer proctoring services.

Standards of Conduct Policy

Purpose

The purpose of this policy is to establish standards of conduct for the comfort, safety and protection of library patrons and library staff. Library staff will firmly and courteously enforce these rules. The library expects each patron's cooperation in maintaining an environment conducive to enjoyable use of the library for all.

Conduct Policy

Those using the library are responsible for conducting themselves and minor children in their care in a manner that does not threaten the safety, disturb, or interfere with the right of any other patron or with library employees' performance of their duties. Visitors, while in the library, shall be engaged in activities normally associated with the use of a library such as reading, studying, using library materials, attending programs/events, or other appropriate activities. The library reserves the right to restrict a person's use of the library if they violate the Prosper Community Library Standards of Conduct Policy.

Standards

Improper conduct is prohibited while on library premises, include but are not limited to:

1. Weapons of any kind.
2. Damaging or vandalizing library facilities, equipment, or materials.
3. Using abusive, obscene, or profane language or acts.
4. Abandoning, neglecting, or leaving children under the age of thirteen (13) unattended by a parent or authorized caretaker or otherwise violating the Children in the Library portion specified in the policy document.
5. Arriving late (more than 5 minutes) to a children's library program or being disruptive during a program.
6. Using or being under the influence of any intoxicant, narcotic, or similar substance while in the library building or on library grounds.
7. Using tobacco products, including e-cigarettes.
8. Offensive bodily hygiene that constitutes a nuisance to others.
9. Inappropriate attire, i.e., attire including swimsuits, revealing or filthy/odorous clothing, etc. (Shirt/top, pants/skirt/shorts, shoes/sandals/etc. are required and must be worn at all times.)
10. Selling, soliciting, or panhandling.
11. Gambling.
12. Lying on the floor or sleeping.
13. Blocking library entrances or exits.
14. Petitioning, proselytizing, soliciting, or selling merchandise or services –without written permission from the Library Director.
15. Removing library materials without following proper checkout protocol.
16. Moving other patron's items without their permission.

17. Causing noise that interferes with patron use of the library, including but not limited to the playing of audible electronic devices or engaging in loud or disruptive conversations.
18. Audible sound coming from an electronic device. (Earbuds or headphones must be worn such that residual sound cannot be heard.)
19. Audible cell phone notifications. (Cell phones must be put on silent or vibrate mode.)
20. Phone conversations. Cellular phone calls must be brief and non-disruptive to library patrons. Patrons are encouraged to take phone calls outside of the library.
21. Excessive noise of any kind. The library expects patrons to be respectful of other patrons' ability to concentrate and focus while utilizing the library's resources.
22. Consuming food or drink on the library premises except in authorized situations (drinks are allowed in closed containers only).
23. Bringing in any animals except service dogs.
24. Entering library with bicycles, roller skates, roller shoes, scooters, skateboards, or other similar devices.
25. Monopolizing library space, seating, tables, or equipment to the exclusion of other patrons or staff as determined by library staff.
26. Leading or conducting a program or event in the library without Library Director's prior approval.
27. Harassing a patron or staff member through noisy or boisterous activities, staring at or following another person with intent to annoy that person, or fighting physically or verbally.
28. Refusing to follow reasonable direction from library staff, including but not limited to leaving the library during normal closing procedures or during an emergency evacuation.

Program Etiquette

For the enjoyment of all attendees, arriving on time, participating, interacting, and refraining from socializing (phone and in person) is expected during the event. Ticketed entry for programs is for card holders or their designated users as a guardian (nanny, grandparent, etc.) Non-members may not utilize member's cards for program access.

Library patrons who choose not to follow the Library's Standards of Conduct Policy, will be asked to correct the unacceptable behavior. If the behavior continues, that patron will be asked to leave. Prosper Police Department will be called if the patron refuses to leave.

Responsibility and Authority

Final responsibility and authority for maintaining acceptable standards of conduct in the library rests with the Library Director, who will operate within a framework of policies and procedures adopted by the Town. The staff will operate under the Library Director's delegated authority. The library is authorized to develop such procedures, guidelines, and rules as may be necessary to carry out these policies. Further, the library is authorized to utilize appropriate technologies to address the implementation of these policies.

Lost and Found

Prosper Community Library assumes no liability for the personal possessions of patrons using the facility or items left at the library. As a public service, the library does maintain a lost and found.

All items found by the library staff will be taken to and stored for two weeks in the library workroom area.

When a lost item provides information regarding the possible/potential owner, library staff will attempt to contact the owner. Flash drives found in the library will not be viewed for any reason by staff and will be disposed of at the close of the day lost/left.

Items that pose a potential health risk are disposed of immediately. Lost items will be kept for 30 days before being discarded.

Emergency Situations

Fire

In the event of a fire, library staff will sound the fire alarm, report the fire to 911, and ask everyone to evacuate the building.

Sudden Inclement Weather

In the event the Town sounds its Emergency Sirens, staff will instruct/require library occupants to move and occupy its first-floor interior restrooms until safety authorities lift the emergency protocol.

Medical Emergencies

In the event of an ill/injured patron, library staff will respond positively with any reasonable help. If the ill/injured person is unable to make a call, the library staff will assist in notifying their requested person or call 911 if necessary.

Patron Confidentiality

Prosper Community Library is committed to the protection of all library patron's right to privacy in the use of library resources and discloses patron information to the patron only. In regard to minors, information may be disclosed to the registered parent/guardian listed on the account.

Library records will only be disclosed under court order, subpoena, or warrant as outlined in state statute, Texas Government Code, Section 552.124 and the surveillance provisions included in the USA PATRIOT ACT (Public Law 107-56)

Prosper Community Library Patron Acceptable Use Policy For Internet and other Technology-Related Items

Services Available

Typical services may include Internet access, computer applications such as word processor, spreadsheets, database access, children's educational and software applications, and other technologies as they become available. Services may be added and deleted as decided by the Library Director.

The library's electronic services are not intended to provide access to every software or hardware application or to every source of information available. The library does not offer email accounts but allows access to free email providers on the Internet.

Information on the Internet is not necessarily current, accurate, or complete. While valuable information is available on the Internet, some may be obscene, patently offensive, or harmful, especially to minor children, as defined by applicable state and/or federal laws. For purposes of this policy, minors are defined to include all individuals under the age of eighteen (18) years.

Since the Internet makes accessible a rapidly changing array of resources, it is not possible for the library to control or monitor content on a regular basis. The library utilizes software that blocks sources on the Internet that are obviously inconsistent with the library's mission. This does not fully guarantee that individual users are protected from accessing information they personally deem undesirable or disturbing. Be advised that filtering software is not foolproof; it diminishes the likelihood of seeing offensive material on the Internet but does not eliminate the possibility.

User information is deleted after logging off and each evening software resets the computers to default library settings clearing all cached data from that day.

Internet Access

Library electronic resources are for educational, informational, and appropriate recreational purposes only. The library takes precautions to restrict access to controversial materials. However, a global network is impossible to control. Any user may access a website that is potentially controversial. We firmly believe that the valuable information and interaction available on the Web far outweighs the possibility that users may access material that is not consistent with the goals of the Prosper Community Library.

Although the library provides access to electronic information, this does not imply sponsorship or endorsement. It is the responsibility of the patron, parent, or guardian to determine the accuracy, appropriateness, and usefulness of information accessed through electronic resources. The Prosper Community Library assumes responsibility only for the information found on the Town of Prosper website.

Restriction of a minor's access to, or use of, electronic resources is the responsibility of the minor's parents or legal guardians.

The library is not responsible for the content of electronic resources to which its patrons link, for the content of sources accessed through secondary links, or for the previous patron's search history.

Patrons should expect no privacy when using electronic resources provided by the library whether accessed from an external site or internally, as these are public computers used in a public place. Neither the Town of Prosper nor the Prosper Community Library can be held responsible for losses or liabilities, direct or indirect, incurred using electronic resources provided by the library.

The library is not responsible in any way for a personal electronic device brought into the library.

The library does not guarantee the availability of electronic resources.

Ages, Registration & Time Limits

1st floor:

- 1st floor Internet computers require a library card to sign in.
- Children twelve (12) and younger are to use the 1st floor computers. Adults and teens assisting a child may utilize the computer in this area only if they child is with them, and they are working on an activity with the child.
- AWE computers are first-come first-served and do not have time limits. Headphones must be worn during use.
- Earbuds or headphones must be worn any time sounds are emitted from computer.

2nd floor:

- Computers on the 2nd floor are intended for adult use, but if utilized by a child under the age of 13, ~~they~~ must be under the immediate guidance and supervision of their parent or guardian.
- Portable devices ~~Laptops~~ may be used in the Teen area by children ages thirteen (13) – seventeen (17).
- Earbuds or headphones must be worn any time sounds are emitted from computer.

All computer workstations are available on a first-come, first-served basis. Time limits may be imposed on all computer workstation use. Time limits may vary depending on available computers and waiting patrons.

Use by Children/Minors

Children's Internet computer access on 1st floor requires library card login. Parent/guardian signing minor in assumes responsibility for use. Although the library has a filter in place to uphold the Children's Internet Protection Act (CIPA), the library nor its staff is responsible for assuring the appropriateness of information accessed by children. Adult assumes responsibility of cost of printing from children's computers at \$0.20 per page.

Prosper Community Library Computer and Internet Use Policy

1. Parents, guardians, and caregivers are responsible for monitoring their children's use of the library computers, access to the Internet, and the information accessed by minors.
2. Reasonable care of the computers by the user is expected. Misuse of computers will result in loss of computer privileges.
3. Library staff may assist the user in accessing the Internet and appropriate printing devices but cannot provide in-depth assistance and/or training.
4. The charge for printing is \$0.20 per page (color or black & white) and must be paid at the time of printing. Exact change is required. Credit cards may be used for printing equaling \$3.00 or more.
5. Printers are not available via wireless connections from library portable devices~~laptops~~ or personal devices.
6. Users may not store materials on the hard drive of any computer owned by the library. Users are expected to store materials using their own peripherals, e.g., flash drive.
7. Use of any information or materials on sites you access is entirely at your own risk.
8. Users will not perform any of the following acts:
 - a. Attempt to access devices or resources to which you have no explicit, legitimate rights.
 - b. Copy, reproduce, or transmit any copyrighted files or information other than in accordance with the requirements and allowances of the copyright holder.
 - c. Launch network attacks of any kind including port scans, DoS/DDoS, packet floods, replays or injections, session hijacking or interception, or other such activity with malicious intent.
 - d. Transmit malicious software such as viruses, Trojans, and worms.
 - e. Surreptitiously install software or make configuration changes to any device or application, by means of the installation or execution of key loggers, registry keys, or other executable or active application or script.
9. Users will use the access provided here responsibly and with full regard to the safety, security, and privacy of all other users, devices, and resources.
10. Users will be mindful of the cultural sensitivities of others while using this portal so as not to provoke reaction or offense, and will not intentionally access pornographic, graphically violent, hateful, or other offensive material (as deemed by the Town) regardless of others' sensitivities.

11. Users understand that unauthorized use of resources through this portal may give rise to a claim for damages and/or be a criminal offense.
12. As with most public internet connections, the library's internet connections, especially via wireless connections are not guaranteed to be secure. Caution should be exercised when using the library's computers. Wireless users should not transmit their credit card information, passwords and any other sensitive personal information while using any wireless connection. The library will not be responsible for any personal information (e.g., credit card) that is compromised. Restarting the computer at the end of use will erase all data from that station.
13. The library will not be responsible for any damage caused to your hardware or software due to electric surges, security issues or consequences caused by viruses or hacking. All wireless access users should have up-to-date virus protection on their personal portable devices, laptop computers or wireless devices.
14. The library reserves the right to log or monitor traffic to ensure that these terms are being followed as directed by Town of Prosper legal counsel.
15. Misuse or unauthorized use of Library computers and information resources will result in revocation of library privileges.

User privileges can and will be revoked upon any violation of this policy. The library staff in charge has full authority to disallow further usage of workstations. Any appeal for reinstatement of privileges must be made through the Library Director and Information Technology Director, with whom the final decision will rest.

Usage that encroaches upon standards set by law will be dealt with appropriately and firmly. Federal, state, and local laws concerning these matters will be upheld, and violators may be subject to prosecution.

Wireless Use

Library visitors who bring their own devices to the library may access the Internet through a wireless network. Library wireless users are required to adhere to the same expectations as outlined in the Computer and Internet Use Policy. Users are encouraged to utilize anti-malware and virus protection on their personal electronic devices. The library cannot assure that data or files downloaded by users are virus-free. Users agree to indemnify the library for copyright infringement conducted using the library's wireless network. The library is not responsible for damages to equipment or data on a user's personal computer from the use of data downloaded from the Library's Internet service.

Hotspot usage policy and electronic device agreement

Prosper Community Library has established a Wi-Fi hotspot lending program to provide patrons in our community with high-speed internet access. With this program, students can use the Internet for help with homework and projects, employees can have reliable internet access to

meetings and presentations, and patrons can have home access to the library's digital resources such as our databases, catalog, and eBooks. Patrons can take advantage of our Wi-Fi hotspot lending program with a current Prosper Community Library card.

The library is not responsible for any liability, damages or expense resulting from use or misuse of the device, connection of the device to other electronic devices, or data loss resulting from use of device. Any use of the device for illegal purposes, unauthorized copying of copyright-protected material in any format, or transmission of threatening, harassing, defamatory or obscene materials is strictly prohibited. Hotspots may not leave the continental United States nor be used internationally.

Wi-Fi hotspots may be borrowed by card holders ages 18 and above with a library card in good standing. Checkout is limited to one per household at any given time. The library reserves the right to refuse service to patrons who abuse equipment or who are ~~repeatedly~~ late in returning items.

Wi-Fi hotspots are available at the Circulation Desk on a first-come, first-served basis. They may not be reserved or placed on hold. To borrow a hotspot, the patron must have their library card or valid government ID and must complete and agree to the Electronic Device Agreement. Once a hotspot is checked out to a patron, it becomes the responsibility of that patron. Hotspots are not intended to be a long-term internet solution. We reserve the right to implement restrictions if checkout is being abused.

Hotspots may be borrowed for two weeks and may be renewed one-time within a 30-day period. They must be returned in person to the Circulation Desk, and never to another library, left outside the library door, or in the book drop. If a hotspot is not returned, or returned damaged, the borrower will be charged a ~~\$84.00~~ replacement cost. If a device is not returned in a timely manner, civil and criminal action will be taken. If the borrower fails to pay the replacement cost for a lost device, their membership will be suspended until the account is clear.

Copier/Printer

The Prosper Community Library offers a printer/copy machine to the public. Printing is \$0.20 per page (regardless of front/back or color/black and white). Payment for printing is due at the time of printing. Printing may not be placed as a balance fee on a library membership account. Cash or checks must be used as acceptable forms of payment for amounts less than \$3.00. Credit card may be used for printing of \$3.00 or more.

3D Printing

The Prosper Community Library offers a 3D printer to library card holders. The 3D printer is intended to inspire all ages to create and innovate.

Patrons eighteen (18) years and older and who have a current Prosper Community Library card may submit digital designs (currently in .stl) to be printed on the library's 3D printer.

Children under eighteen (18) years of age must be accompanied by a parent or guardian. The parent or guardian must sign a permission form and agree to payment of printing for each minor. Cardholder must be in good standing to submit a file for printing.

The printer may only be used for lawful purposes and be for objects appropriate for a public library environment. No weapons of any kind shall be created on the printer.

No patron will be permitted to use the library's 3D printer to create material that is:

- Prohibited by local, state, or federal law.
- Unsafe, harmful, dangerous, or poses an immediate threat to the well-being of others.
- Obscene or otherwise inappropriate for the library environment or violates the library's Standard of Conduct Policy.
- In violation of another's intellectual property rights. The printer will not be used to reproduce material that is subject to copyright, patent, proprietary, or trademark protection.

The library reserves the right to refuse any 3D print request.

Cost of printing is set by Town Ordinance at \$1.00 per hour of printing. Payment is due at the time of pickup of the object.

Items must be picked up within five (5) business days or they will become property of the library and will be disposed of. The patron will still be responsible for the cost of printing the item and the charges will be added to the patron's library account.

Disclaimer

In consideration for the privilege of using the library and for having access to the information contained in it, library patrons hereby release and hold harmless the Town of Prosper, its officers, agents, servants, or employees, the library, its staff, volunteers, representatives, or advisors, from any and all liability or responsibility for any and all claims or expenses arising either directly or indirectly from the use of the library, whether or not caused, in whole or in part, by alleged negligence of the Town of Prosper, its officers, agents, servants, employees, volunteers, representatives, or advisors.

Violation of Prosper Acceptable Use Policy

Violation of any part of the Prosper Community Library Patron Acceptable Use Policy or failure to use the computer workstations appropriately and responsibly may result in the revocation of all computers and/or library privileges as determined by the Library Director. Unlawful activities will be referred to the appropriate legal authority and will be dealt with in a serious and appropriate manner.

These policies incorporate:

Library Bill of Rights

The Freedom to Read Statement

Freedom to View Statement

The Texas Library Association Intellectual Freedom Statement

~~Approved by Prosper Town Council: 2/28/23~~

Prosper Community Library Policies

Mission Statement

To inform, encourage, engage, and entertain citizens by providing resources and services that respect individuals and ideas, inspire life-long learning, and build community.

The library upholds and supports the “Library Bill of Rights.”

Purpose of Policy

This document states the policies and plans governing the Prosper Community Library.

Hours of Operation

The library's hours of operation are intended to serve the needs of the greater community. Hours of operation of the library facility will be recommended by the Library Director and Library Board, with approval of the Executive Director of Community Services, Town Manager, or Town Council. Hours of operation are dependent upon budget, staffing levels, and usage patterns. Hours may be modified, reduced, or extended depending upon these factors. Business hours are subject to change due to town recognized holidays, emergencies, inclement weather or by other library actions.

Circulation Policy

Borrowing materials from the Prosper Community Library is a service and a privilege extended by the Town of Prosper to facilitate the use of its library materials, programs, and space. The Library Director is authorized to promulgate and enforce such rules, procedures, and limitations as may be necessary for the protection of the town's library property as well as for the widest and best use of the materials and space. This includes limiting by type, subject, format, quantity, and time the materials which may be circulated. The library is also authorized to establish rules, procedures, and parameters for the provision of borrower registration privileges, library card uses, and the renewal of privileges. Misuse, abuse, or neglect of returning library materials repeatedly may result in forfeiture of library membership.

Patron Registration

Any taxpaying resident of the Town of Prosper, upon completion of an application, proof of identification and Town residency, is eligible for free library membership. Identification will be a valid US or Texas government photo. Proof of residency will be confirmed through CAD (County Appraisal District). In lieu of an expired or invalid government issued photo ID card and/or CAD verification, some form of official photo identification and, a lease/home closing documents and/or most current utility bill (i.e., water/sewer, gas, electric) may suffice.

There are two (2) categories of membership to obtain library cards:

- Free permanent as well as limited memberships are available to those who can document* that they live in a household that receives/pays a Town of Prosper utility bill and the CPR/C48 (Prosper Town) tax.
 - In-person renewal is required bi-annually (every 2 years).

- Paid memberships apply to those who do not pay a Town of Prosper utility bill or the CPR/C48 (Prosper Town) tax. The cost is \$50 per library card holder annually.
 - In-person membership renewal and payment are required annually.

Acceptable Residence Verification Documents:

There are two primary ways to prove residency:

1. Present a valid/non-expired government issued photo identification indicating your correct address.
2. If the photo ID does not indicate applicant's correct address, the applicant will also need a paper or digital utility bill (water, sewer, gas, electric) indicating services to the place of residence in addition to a photo ID.
 - If the applicant is a new resident and has not yet received a utility bill, closing documents or rental/lease agreement indicating place of residence will suffice. Purchase contracts are not accepted.

Collin or Denton County's Appraisal District databases may be referenced to determine which city or town the applicant pays their taxes to. These databases can be found at www.collincad.org/ or www.dentoncad.com/.

Non-residents must pay an annual membership fee of \$50 per card. Identification requirements are the same for a resident. Membership is non-refundable and is not prorated.

A Temporary Membership may be obtained with other forms of identification. See library staff for qualifications and rules for this type of adult membership.

By applying for a library card and the associated privileges, the individual agrees to abide by all policies and rules of the library and acknowledges responsibility for all items checked out on the card including reasonable care and protection from damage. By use of the library card the patron agrees to pay for any lost or damaged materials checked out on the card as well as any fees assessed on the account. The patron also agrees to promptly notify the library if the card is lost or stolen.

The parent accepts legal responsibility for the child's use of the library and all materials checked out on the child's card, including charges for lost or damaged materials or any library fees assessed on the account.

Individuals who have attained the age of eighteen (18) are an adult as to library usage and may assume the responsibilities which accompany the obtaining of a library card by applying for their own separate card. This does not relieve the parent/guardian of any obligations that are incurred by their minor child, as defined by and under the laws of the State of Texas.

The library reserves the right to verify identity and confirm patron information at any time. Membership may be terminated for intentionally falsifying personal information.

Borrowers holding a valid library card must present their own card at the time they wish to check out materials; however, a family member or designated individual is permitted to check out materials on another member's card if they have possession of that card. Positive identification

may be requested for verification purposes. A patron may not check out items on a card they do not hold in their possession by any other means.

Circulation Procedures

Borrowers in good standing regarding overdue/lost items and whose accounts are clear of fees, charges, or other restrictions will be permitted to check out materials for the time specified for those materials.

- Patron may check out up to twenty (20) items maximum per card.
- Materials are loaned for a period of two (2) weeks.
- One (1) kit maximum per card.
- Library materials should be returned on or before the due date. If they are not returned by the due date, they will be considered overdue.
- Patrons are responsible for all materials that are checked out on their account.
- Once an item becomes overdue, patrons will receive overdue notices via email and the patron's account will be restricted until all items are returned and borrowing privileges will be suspended.
- E-books are available with a library card in good standing through the library's electronic materials providers in accordance with their contracted use policies. Up to five (5) items may be checked out at one time, each for a maximum of two (2) weeks. Items may not be renewed, but they may be returned and checked out again if not on hold for another patron. A hold may also be placed on items that are not currently available for checkout.

Holds/ To Go Service

Prosper Community Library permits patrons to place a hold on certain designated types of materials. A maximum of 10 holds may be placed per library card. If a library card already has 20 items checked out, it will not allow holds to be checked out until enough items are returned to allow for the holds to be checked out. When the hold item becomes available, the items will be checked out to the patron and the patron will be notified and given three (3) library business days to pick up the item(s). When holds are repeatedly not picked up, the library will restrict the card and all associated cards for future holds due to abuse. This restriction is irrevocable by library staff and the Library Director. New cards may not be issued to circumvent the abuse block.

Renewals

Items may be renewed one time unless a hold has been placed on the items.

- Renewals should be made online by the patron through their account's login the day before the item is due.
- Once an item is overdue, renewal may no longer be possible due to repeated overdue/abuse of the library's lending policy, at which time the item(s) must be returned to the library and made available for other patrons.
- Patrons may not circumvent this renewal policy by checking an item in only to check it out again.

Library Fines/Replacement Costs for Lost/Damaged Materials:

Library materials that are returned in a damaged condition are evaluated according to current library guidelines. Minor damage may be repaired so that the material may continue to be used. Significantly damaged or missing pieces to items will remain in the patron's account until the missing piece(s) has been returned and will be withdrawn from the collection and replacement cost and fee assessed.

- The replacement cost of library materials will be charged to the patron for a lost or damaged item.
- Items may NOT be purchased by a patron and brought to the library to replace an item they lost or damaged.
- The patron will be charged a \$5.00 processing fee in addition to the assessed value of the item.
- A \$5.00 processing fee will be charged to an account for each items returned missing its barcode, spine label, or protective covering.
- Individual replacement fees are assigned to patron's account for missing/damaged DVD cases, audiobook cases, kit cases, and backpacks.
- Patrons and their dependents who owe a fine or have lost overdue materials will not be allowed to check out items or renew membership until all fees are paid.
- Borrowing privileges may be suspended or forfeited for repeated overdue or damaged items or neglect of following library policies.
- A refund may be issued if lost item is found and returned to the library in the same condition it was borrowed within 30 days of payment. Abuse of this policy will result in forfeiture of this refund policy.

Computer Assistance by Library Staff

The library provides computers and wireless access as a resource to the community and expects patrons to use them independently. Library staff does not provide one-on-one training on how to use the computers, websites, or computer programs. Library staff does not provide technical services for gaining access to the wireless network for personal computers brought into the library, cell phones, electronic reading devices, or other personal devices.

Patron Confidentiality

Prosper Community Library supports intellectual freedom for everyone and has established these regulations to protect personal identifiable information contained in library records accessible in the library or through its computer systems.

- Patron records are regarded as confidential by library employees. Library staff will not discuss contents with others.
- Library staff will access patron records to conduct library business only.
- Library staff will seek counsel from the Town's Attorney before responding to any request by a third party for personally identifiable information about any user. Such information includes database search records, reference interviews, electronic requests for information, circulation records, and other personally identifiable uses of library materials, facilities, or services.
- A person who presents a library card belonging to another individual for any purpose is not granted access to the confidential records associated with the library card unless that person is the parent or guardian of the minor card holder.

Study Rooms

The library has limited study room space. As a result, this policy is in place to create fair access to these spaces. Study rooms may be used on a first come, first served basis.

Study Room Use

1. Patrons (adult or juvenile) must have a valid Prosper Community Library card in good standing.
2. Member users must check-out the room via presentation of their library card or photo ID.
3. Study rooms may be utilized for two hours on a first come, first served basis. After two hours, the occupants may continue to use the space provided no one requests the space. The room in which the occupant has used the room the longest will be the first required to vacate.
4. If a study room is not available upon arrival, the patron will be informed as to when one will be available.
5. If a study room is not available, a patron may sign up to be next in line and must remain in the library to wait their turn.
6. Any study room left unattended for more than 15 minutes will be considered vacant and available for use by others. Unattended items will be placed in the library's lost and found.
7. The Prosper Community Library assumes no responsibility for either library or personal possessions left in the study room.
8. Light pre-packaged snacks and drinks in covered containers are allowed. Proper disposal of aforementioned items is required upon vacancy.
9. Reservations are not taken for study rooms. No phone or email requests are allowed. Requests can only be made in person at the time of use.
10. No one under the age of 13 years old may utilize a study room without adult supervision, nor use the room alone.
11. Maximum of four individuals may occupy a study room at one time.
12. In the case of groups (four or less) using the room, one person will represent the group for its tenure in the room. Consecutive, hourly signups by other persons of the same group are not allowed.
13. White board marker kits are available at the reference desk to use. No markers, other than the library's, are allowed to be used on the white boards.
14. Disruptive behavior will lead to a loss of access to the study room(s). Noise should be held to a reasonable level as the rooms are not soundproof.
15. Teleconferencing and/or phone calls are allowed as long as the volume is not considered disruptive or intrusive as the rooms are not soundproof.
16. Study Rooms are not available to be used for any of the following:
 - a. For purposes prohibited by town ordinance, by state or federal law, or Library Policy.
 - b. For commercial advertising or direct solicitation of clients or customers.
 - c. For fund-raising.
 - d. For events which directly profit the business of a commercial organization or individual.

The 2nd Level Conference/Quiet Room serves a maximum of eight (8) people for the purpose of allowing individuals or small groups to meet or to have a quiet workspace. It cannot serve both roles (conference and quiet space) at the same time, and therefore can only be one or the other at any given time.

Used as a Conference Room: The intent is to accommodate activities such as discussion groups, panels, small lectures, or meetings. Social events are not permitted.

1. Conference Room must be reserved by an adult via a Prosper Community Library card in good standing. Card holder must be in attendance of the meeting taking place in the conference room.
2. Reservations must be made in person and no more than one week in advance. No phone or email reservations are accepted.
3. A maximum of 8 people may use the room at any time. No additional seating may be taken from the library and relocated into the room.
4. Attendees must be at least 15 years old.
5. Conference room may be reserved for a maximum of two hours.
6. White board marker kits are available at the reference desk to use. No markers, other than the library's, are allowed to be used on the white boards.
7. Light snacks and drinks in covered containers are allowed. Proper disposal of aforementioned items is required upon vacancy.
8. The library will not provide computers, projectors, or other electronic equipment. Nor does the library provide personnel to assist in technical support, room set up/take down, or other materials needed by groups using the conference room.
9. Disruptive behavior or group activities which may cause a disruption to regular library operations will lead to an immediate loss of access to the conference room.
10. Chairs and tables exclusive to the room are provided by the library and restoring to original furniture set up is the responsibility of the user.
11. Meetings taking place near the end of the library operating day must be completed, cleaned up and vacated 10 minutes before the end of the reservation/close of library.
12. Conference Rooms are not available to be used for any of the following:
 - a. For purposes prohibited by town ordinance, by state or federal law, or Library Policy.
 - b. For commercial advertising or direct solicitation of clients or customers.
 - c. For fund-raising.
 - d. For events which directly profit the business of a commercial organization or individual (including professional tutoring services).
13. Solicitation or sales of products and services is prohibited. Charging fees, selling items, charging fees for attendance, or a requirement to purchase materials is not allowed.

Used at a Quiet Room: When not reserved for a meeting, this space is intended for quiet study or reading.

1. Furniture set up is not to be adjusted.
2. Light snacks and drinks in covered containers are allowed. Proper disposal of the aforementioned items is required upon vacancy.
3. Foods that emit smells are prohibited.
4. Cell phones must be set to silent, and all calls taken outside the library.

5. Group study or work are considered a meeting and should be booked as such. Minimum number of 4 people are required to reserve the conference room for that use.
6. Room reservations will be posted on the entrance to the Conference Room/Quiet Room and occupants will be given a 10-minute notice to vacate 5 minutes before the next scheduled reservation.
7. Occupants must be 13 years of age or older.

Collection Development

Prosper Community Library seeks to fulfill its mission by selecting, acquiring, organizing, preserving, maintaining, and providing access to a collection of materials in the most current formats available, including electronic resources. The collection will address the interests and needs of the diverse community it serves in a format that is best suited to meet those needs and interests.

Materials Selection Policy

This policy guides the development and continuous evaluation of library materials to reflect Prosper Community Library's mission to inform, encourage, engage and entertain citizens by providing resources and services that respect individuals and ideas, inspire life-long learning and build community.

Prosper Community Library provides library materials in a variety of formats that:

- Inform the public of timely issues and timeless ideas.
- Encourage people to discover, create, and learn.
- Engage citizens to explore diverse opinions and conduct research on topics of interest.
- Entertain all ages seeking recreation and leisure.

1. Philosophy and Objectives

Prosper Community Library's service commitment is to the people within its service area, including people of every age, education, background, personal philosophy, religious beliefs, occupation, economic level, ethnic origin, and human condition. The library upholds the right of the individual to secure information, even though the content may be controversial, unorthodox, or unacceptable to others. To represent the diversity of thought within the Prosper community, materials available in the library encompass a variety of viewpoints enabling citizens to make the informed choices necessary in a democracy. The library does not endorse beliefs or views, nor does the selection of an item express or imply an endorsement of the viewpoint expressed by the author.

Prosper Community Library encourages free expression and free access to ideas, both essential elements in a democratic society. The library supports the individual's right to access ideas and information representing all points of view. The library subscribes to the principles of the American Library Association's "Library Bill of Rights," the "Freedom to Read Statement," and the "Freedom to View Statement," which are included as appendices to this policy. The collection contains information on a variety of subjects and views and is organized to provide free access to patrons within the limitation of space and budget. A complete collection of all that is published is not a realistic goal. However, the library strives to create an attractive, current, and balanced collection representing all fields of knowledge and all sides of issues in an unbiased manner.

2. Responsibility

The authority and responsibility for the selection of library materials rests with the Library Director. Library card holders may recommend materials for consideration through the library's membership software.

3. Collection Structure

The placement of materials within the library is determined by several factors. The library uses the Dewey decimal classification scheme which divides materials by subject.

Professional catalogers use Dewey and Library of Congress subject headings to place materials into the proper subject areas and assign them to Adult, Young Adult, Juvenile, Reference, or other specific areas of the library.

4. General Selection Criteria

Prosper Community Library seeks to develop an outstanding collection within the constraints of budget allocations and shelf space. Materials purchased for the collection are not an endorsement by the library of either the content or viewpoint presented in them. The library provides, within its financial and space limitations, a general collection of materials embracing broad areas of knowledge, as well as literary and cultural genres. Included are works of enduring value and timely materials on current issues. Within the framework of these broad objectives, selection is based on community demographics and evidence of areas of interest.

Collections are reviewed and revised on an ongoing basis to meet contemporary needs. Collections are current and popular, not archival, and materials are not needlessly duplicated. Collections provide general coverage of subjects and reflect the characteristics of the community. Materials are withdrawn from the collection to maintain the collection's usefulness, timeliness, and relevance.

To build and maintain a collection of merit, materials are evaluated according to one or more of the following criteria. Not all criteria must be met and no one criterion will be decisive. Additional criteria may be used to select materials for specific collections.

- Current and relevant to community needs and interests
- Suitability of subject and style for intended audience
- Attention of critics and expert reviewers
- Cost in relation to value to the collection
- Comprehensiveness
- Skill, competence, purpose of author
- Reputation and significance of author
- Objectivity
- Authenticity of history or social setting
- Consideration of the work as a whole
- Representation of diverse point of view
- Suitability in physical form for library use
- Technical quality
- Local or national significance
- Legal or licensing rights
- Adheres to accreditation standards set by TSLAC

5. Selection Tools

Among the selection tools used by the Library Director and library staff include professional library journals, trade journals, subject bibliographies, publisher's reputation, promotional materials, and reviews from reputable sources. Since the Library collection reflects the unique community culture of Prosper, consideration is also given to materials requested by citizens of the community. Circulation history, statistics, and books in series will determine additions to the collection as well.

6. Excluded from selection:

- Textbooks and curriculum-related works unless they are considered useful to the general reader as introduction to a subject and their presentation is superior to other sources.
- Scholarly and technical materials that are carried by academic or specialty libraries.
- Items having removable media such as memorabilia, patterns, stickers, sound, or toys.
- Items that have moveable parts such as flap book, tactile learning, or manipulatives (with the exception to items deemed "kits.")
- Puzzles or workbooks that encourage filling in blanks.
- Materials that are publicized solely through infomercials or personal websites.
- Self-published/subsidy published materials unless they are reviewed in established publications.
- Rare book: Since it is the public library's function to make materials available to all users, the Prosper Community Library does not collect rare or unusual materials that require special handling. Rare publications pertaining to Prosper or Texas history will be given to the Prosper Historical Society or another appropriate institution for preservation and protection.
- Genealogical materials.

Collection Responsibilities

Responsibility for the collection rests with the Library Director, who operates within the framework of the Collection Development Policy. The Library Director delegates to staff members authority to interpret and apply this policy in daily operations. All staff contributes to the development of collections driven by patron needs and expectations by:

- Engaging in open, continuous communication with patrons.
- Handling all requests equitably.
- Understanding and responding to continually changing demographics as well as societal and technological changes.
- Recognizing materials of varying complexity and format necessary to satisfy diverse needs.

Town of Prosper Community Room

Community Room reservation requests may be made through the Town of Prosper website: prosper.tx.gov/187/community-room-reservations. The Library does not manage room reservation bookings.

Collection Maintenance

The library keeps its collection vital and useful by withdrawal and replacement of essential materials, and by removing those works that are worn, outdated, unnecessary duplicates, or no longer in demand. The library uses the Texas State Library and Archive Commission's CREW Method (Continuous Review, Evaluation, and Weeding) for guidance when reviewing collection.

Donated Materials The library is not accepting donations of any kind at this time.

Purchase Requests

Purchase suggestions from patrons provide librarians with useful information about local interests or needs not currently met by the collection. The librarians evaluate requests for specific items in accordance with the established selection objectives and criteria. If the item is not added to the collection, the patron may have an opportunity to borrow the items through Interlibrary Loan.

Local Author Donation

A Local Author Donation form must be completed and submitted to the library. The Local Author Donation Committee will review the application and notify the donor of its determination. Forms are available in the library only.

Public Notices and Non-Library Materials

Only information created/published by the Town of Prosper and Prosper Community Library may be displayed or distributed in the library.

Reconsideration of Materials

Prosper Community Library believes that censorship is a purely individual matter and declares that, while any person is free to reject for themselves materials of which they do not approve, they cannot exercise this right of censorship to restrict the freedom of others to read, view, listen, or inquire. The Prosper Community Library subscribes to the American Library Association's "Library Bill of Rights" and has set these regulations in place to assist in fulfilling the library's mission to serve the residents of Prosper.

Any patron who is a resident of the Town of Prosper and holds a library card in good standing from the Prosper Community Library is encouraged to speak with library staff if they have questions about the library's collection development policies.

If a resident's concern is not satisfied through discussion with library staff, the resident may create/write a letter titled "Recommendation for Reconsideration of Materials Letter" and send it to the Library Director.

For a Recommendation for Reconsideration of Materials to be considered by the library administration, it must meet the following criteria:

- The patron must be a Town of Prosper resident (Town of Prosper [CPR/C48] taxpayer) and hold a library card in good standing from the Prosper Community Library.
- The recommendation letter must be submitted to the Library Director.

The Library Director will respond directly to the patron or refer the recommendation to the library administration and Library Board for review. The Library Board and administration will review the recommendation and prepare a report to the Library Director. This report will determine

whether the materials in question continue to meet the selection criteria of the library, and the Library Director will utilize this report in providing a response to the patron. The review process will be completed within thirty (30) days from the date the Recommendation for Reconsideration of Materials letter is received by the Library Director.

Interlibrary Loan

Interlibrary Loan (ILL) is a service that allows Prosper Community Library card holders access to materials in the collections of other libraries by request. If the materials a cardholder desires are not available in the Prosper Community Library's collection, library staff can attempt to borrow it via the ILL system. An ILL request form must be submitted and the return shipping fee determined by current USPS fee schedule, will be charged to the patron's account upon the library's receipt of the item. This fee must be paid regardless of whether the item is ever picked-up by the patron. Cancellation of the ILL request does not negate this fee. Availability and speed of service is solely dependent on the ILL request software system, lending library processing, and USPS delivery timelines.

Children in the Library

The Prosper Community Library provides a warm, welcoming, exciting, and safe environment for people of all ages. Responsibility for the safety and behavior of children in the library rests with the parent or caregiver.

The safety of children left alone in the library is a serious concern of the library staff. Library staff cannot monitor the behavior and safety of children using the library.

Children under the age of 8 must be physically with an adult parent/caregiver. Parent/caregiver must attend and be engaged in programs with the child as well.

Children under the age of 13 must be accompanied by a parent, designated guardian or caregiver of at least 16 years of age. If a child under the age of 13 is in the library, a parent/caregiver must be in the building and aware of the location and behavior of the child.

Children ages 13 - 17 may use the library on their own and are expected to comply with all library rules and the Prosper Community Library Standards of Conduct Policy. Parents/caregivers are still, however, responsible for the behavior of their children. If children do not comply with library rules and the Prosper Community Library Standards of Conduct Policy, library staff may ask them to leave the library and the parent/guardian or police may be contacted.

Unattended/Abandoned Children after Closing Time

Children under 13 are to be always supervised while at the library. The library is not responsible for children without transportation at closing. Library staff will exercise appropriate procedures to ensure the safety of unattended children when the library is closing.

Parents/caregivers are responsible for being aware of the library's hours of operation.

Parents/caregivers must also keep in mind that the library may close unexpectedly for reasons out of the control of staff, such as a power outage, inclement weather, etc.

If no one has arrived for the child within ten (10) minutes after closing time, the staff will call the Prosper Police Department. Two library staff members will wait for the police with the child.

Once the police arrive, the child will be turned over to the Prosper Police, and the library staff members will no longer be responsible for the unattended child.

Orientation/Tours

Private group tours are available by scheduling directly with the Library Director.

Exam Proctoring

The Prosper Community Library does not offer proctoring services.

Standards of Conduct Policy

Purpose

The purpose of this policy is to establish standards of conduct for the comfort, safety and protection of library patrons and library staff. Library staff will firmly and courteously enforce these rules. The library expects each patron's cooperation in maintaining an environment conducive to enjoyable use of the library for all.

Conduct Policy

Those using the library are responsible for conducting themselves and minor children in their care in a manner that does not threaten the safety, disturb, or interfere with the right of any other patron or with library employees' performance of their duties. Visitors, while in the library, shall be engaged in activities normally associated with the use of a library such as reading, studying, using library materials, attending programs/events, or other appropriate activities. The library reserves the right to restrict a person's use of the library if they violate the Prosper Community Library Standards of Conduct Policy.

Standards

Improper conduct is prohibited while on library premises, include but are not limited to:

1. Weapons of any kind.
2. Damaging or vandalizing library facilities, equipment, or materials.
3. Using abusive, obscene, or profane language or acts.
4. Abandoning, neglecting, or leaving children under the age of thirteen (13) unattended by a parent or authorized caretaker or otherwise violating the Children in the Library portion specified in the policy document.
5. Arriving late (more than 5 minutes) to a children's library program or being disruptive during a program.
6. Using or being under the influence of any intoxicant, narcotic, or similar substance while in the library building or on library grounds.
7. Using tobacco products, including e-cigarettes.
8. Offensive bodily hygiene that constitutes a nuisance to others.
9. Inappropriate attire, i.e., attire including swimsuits, revealing or filthy/odorous clothing, etc. (Shirt/top, pants/skirt/shorts, shoes/sandals/etc. are required and must be worn at all times.)
10. Selling, soliciting, or panhandling.
11. Gambling.
12. Lying on the floor or sleeping.
13. Blocking library entrances or exits.
14. Petitioning, proselytizing, soliciting, or selling merchandise or services without written permission from the Library Director.
15. Removing library materials without following proper checkout protocol.
16. Moving other patron's items without their permission.

17. Causing noise that interferes with patron use of the library, including but not limited to the playing of audible electronic devices or engaging in loud or disruptive conversations.
18. Audible sound coming from an electronic device. (Earbuds or headphones must be worn such that residual sound cannot be heard.)
19. Audible cell phone notifications. (Cell phones must be put on silent or vibrate mode.)
20. Phone conversations. Cellular phone calls must be brief and non-disruptive to library patrons. Patrons are encouraged to take phone calls outside of the library.
21. Excessive noise of any kind. The library expects patrons to be respectful of other patrons' ability to concentrate and focus while utilizing the library's resources.
22. Consuming food or drink on the library premises except in authorized situations (drinks are allowed in closed containers only).
23. Bringing in any animals except service dogs.
24. Entering library with bicycles, roller skates, roller shoes, scooters, skateboards, or other similar devices.
25. Monopolizing library space, seating, tables, or equipment to the exclusion of other patrons or staff as determined by library staff.
26. Leading or conducting a program or event in the library without Library Director's prior approval.
27. Harassing a patron or staff member through noisy or boisterous activities, staring at or following another person with intent to annoy that person, or fighting physically or verbally.
28. Refusing to follow reasonable direction from library staff, including but not limited to leaving the library during normal closing procedures or during an emergency evacuation.

Program Etiquette

For the enjoyment of all attendees, arriving on time, participating, interacting, and refraining from socializing (phone and in person) is expected during the event. Ticketed entry for programs is for card holders or their designated users as a guardian (nanny, grandparent, etc.) Non-members may not utilize member's cards for program access.

Library patrons who choose not to follow the Library's Standards of Conduct Policy, will be asked to correct the unacceptable behavior. If the behavior continues, that patron will be asked to leave. Prosper Police Department will be called if the patron refuses to leave.

Responsibility and Authority

Final responsibility and authority for maintaining acceptable standards of conduct in the library rests with the Library Director, who will operate within a framework of policies and procedures adopted by the Town. The staff will operate under the Library Director's delegated authority. The library is authorized to develop such procedures, guidelines, and rules as may be necessary to carry out these policies. Further, the library is authorized to utilize appropriate technologies to address the implementation of these policies.

Lost and Found

Prosper Community Library assumes no liability for the personal possessions of patrons using the facility or items left at the library. As a public service, the library does maintain a lost and found.

All items found by the library staff will be taken to and stored for two weeks in the library workroom.

area.

When a lost item provides information regarding the possible/potential owner, library staff will attempt to contact the owner. Flash drives found in the library will not be viewed for any reason by staff and will be disposed of at the close of the day lost/left.

Items that pose a potential health risk are disposed of immediately. Lost items will be kept for 30 days before being discarded.

Emergency Situations

Fire

In the event of a fire, library staff will sound the fire alarm, report the fire to 911, and ask everyone to evacuate the building.

Sudden Inclement Weather

In the event the Town sounds its Emergency Sirens, staff will instruct/require library occupants to move and occupy its first-floor interior restrooms until safety authorities lift the emergency protocol.

Medical Emergencies

In the event of an ill/injured patron, library staff will respond positively with any reasonable help. If the ill/injured person is unable to make a call, the library staff will assist in notifying their requested person or call 911 if necessary.

Patron Confidentiality

Prosper Community Library is committed to the protection of all library patron's right to privacy in the use of library resources and discloses patron information to the patron only. In regard to minors, information may be disclosed to the registered parent/guardian listed on the account.

Library records will only be disclosed under court order, subpoena, or warrant as outlined in state statute, Texas Government Code, Section 552.124 and the surveillance provisions included in the USA PATRIOT ACT (Public Law 107-56)

Prosper Community Library Patron Acceptable Use Policy For Internet and other Technology-Related Items

Services Available

Typical services may include Internet access, computer applications such as word processor, spreadsheets, database access, children's educational and software applications, and other technologies as they become available. Services may be added and deleted as decided by the Library Director.

The library's electronic services are not intended to provide access to every software or hardware application or to every source of information available. The library does not offer email accounts but allows access to free email providers on the Internet.

Information on the Internet is not necessarily current, accurate, or complete. While valuable information is available on the Internet, some may be obscene, patently offensive, or harmful, especially to minor children, as defined by applicable state and/or federal laws. For purposes of this policy, minors are defined to include all individuals under the age of eighteen (18) years.

Since the Internet makes accessible a rapidly changing array of resources, it is not possible for the library to control or monitor content on a regular basis. The library utilizes software that blocks sources on the Internet that are obviously inconsistent with the library's mission. This does not fully guarantee that individual users are protected from accessing information they personally deem undesirable or disturbing. Be advised that filtering software is not foolproof; it diminishes the likelihood of seeing offensive material on the Internet but does not eliminate the possibility.

User information is deleted after logging off and each evening software resets the computers to default library settings clearing all cached data from that day.

Internet Access

Library electronic resources are for educational, informational, and appropriate recreational purposes only. The library takes precautions to restrict access to controversial materials. However, a global network is impossible to control. Any user may access a website that is potentially controversial. We firmly believe that the valuable information and interaction available on the Web far outweighs the possibility that users may access material that is not consistent with the goals of the Prosper Community Library.

Although the library provides access to electronic information, this does not imply sponsorship or endorsement. It is the responsibility of the patron, parent, or guardian to determine the accuracy, appropriateness, and usefulness of information accessed through electronic resources. The Prosper Community Library assumes responsibility only for the information found on the Town of Prosper website.

Restriction of a minor's access to, or use of, electronic resources is the responsibility of the minor's parents or legal guardians.

The library is not responsible for the content of electronic resources to which its patrons link, for the content of sources accessed through secondary links, or for the previous patron's search history.

Patrons should expect no privacy when using electronic resources provided by the library whether accessed from an external site or internally, as these are public computers used in a public place. Neither the Town of Prosper nor the Prosper Community Library can be held responsible for losses or liabilities, direct or indirect, incurred using electronic resources provided by the library.

The library is not responsible in any way for a personal electronic device brought into the library.

The library does not guarantee the availability of electronic resources.

Ages, Registration & Time Limits

1st floor:

- 1st floor Internet computers require a library card to sign in.
- Children twelve (12) and younger are to use the 1st floor computers. Adults and teens assisting a child may utilize the computer in this area only if they child is with them, and they are working on an activity with the child.
- AWE computers are first-come first-served and do not have time limits. Headphones must be worn during use.
- Earbuds or headphones must be worn any time sounds are emitted from computer.

2nd floor:

- Computers on the 2nd floor are intended for adult use, but if utilized by a child under the age of 13, they must be under the immediate guidance and supervision of their parent or guardian.
- Portable devices may be used in the Teen area by children ages thirteen (13) – seventeen (17).
- Earbuds or headphones must be worn any time sounds are emitted from computer.

All computer workstations are available on a first-come, first-served basis. Time limits may be imposed on all computer workstation use. Time limits may vary depending on available computers and waiting patrons.

Use by Children/Minors

Children's Internet computer access on 1st floor requires library card login. Parent/guardian signing minor in assumes responsibility for use. Although the library has a filter in place to uphold the Children's Internet Protection Act (CIPA), the library nor its staff is responsible for assuring the appropriateness of information accessed by children. Adult assumes responsibility of cost of printing from children's computers at \$0.20 per page.

Prosper Community Library Computer and Internet Use Policy

1. Parents, guardians, and caregivers are responsible for monitoring their children's use of the library computers, access to the Internet, and the information accessed by minors.
2. Reasonable care of the computers by the user is expected. Misuse of computers will result in loss of computer privileges.
3. Library staff may assist the user in accessing the Internet and appropriate printing devices but cannot provide in-depth assistance and/or training.
4. The charge for printing is \$0.20 per page (color or black & white) and must be paid at the time of printing. Exact change is required. Credit cards may be used for printing equaling \$3.00 or more.
5. Printers are not available via wireless connections from library portable devices or personal devices.
6. Users may not store materials on the hard drive of any computer owned by the library. Users are expected to store materials using their own peripherals, e.g., flash drive.
7. Use of any information or materials on sites you access is entirely at your own risk.
8. Users will not perform any of the following acts:
 - a. Attempt to access devices or resources to which you have no explicit, legitimate rights.
 - b. Copy, reproduce, or transmit any copyrighted files or information other than in accordance with the requirements and allowances of the copyright holder.
 - c. Launch network attacks of any kind including port scans, DoS/DDoS, packet floods, replays or injections, session hijacking or interception, or other such activity with malicious intent.
 - d. Transmit malicious software such as viruses, Trojans, and worms.
 - e. Surreptitiously install software or make configuration changes to any device or application, by means of the installation or execution of key loggers, registry keys, or other executable or active application or script.
9. Users will use the access provided here responsibly and with full regard to the safety, security, and privacy of all other users, devices, and resources.
10. Users will be mindful of the cultural sensitivities of others while using this portal so as not to provoke reaction or offense, and will not intentionally access pornographic, graphically violent, hateful, or other offensive material (as deemed by the Town) regardless of others' sensitivities.

11. Users understand that unauthorized use of resources through this portal may give rise to a claim for damages and/or be a criminal offense.
12. As with most public internet connections, the library's internet connections, especially via wireless connections are not guaranteed to be secure. Caution should be exercised when using the library's computers. Wireless users should not transmit their credit card information, passwords and any other sensitive personal information while using any wireless connection. The library will not be responsible for any personal information (e.g., credit card) that is compromised. Restarting the computer at the end of use will erase all data from that station.
13. The library will not be responsible for any damage caused to your hardware or software due to electric surges, security issues or consequences caused by viruses or hacking. All wireless access users should have up-to-date virus protection on their personal portable devices, computers or wireless devices.
14. The library reserves the right to log or monitor traffic to ensure that these terms are being followed as directed by Town of Prosper legal counsel.
15. Misuse or unauthorized use of Library computers and information resources will result in revocation of library privileges.

User privileges can and will be revoked upon any violation of this policy. The library staff in charge has full authority to disallow further usage of workstations. Any appeal for reinstatement of privileges must be made through the Library Director and Information Technology Director, with whom the final decision will rest.

Usage that encroaches upon standards set by law will be dealt with appropriately and firmly. Federal, state, and local laws concerning these matters will be upheld, and violators may be subject to prosecution.

Wireless Use

Library visitors who bring their own devices to the library may access the Internet through a wireless network. Library wireless users are required to adhere to the same expectations as outlined in the Computer and Internet Use Policy. Users are encouraged to utilize anti-malware and virus protection on their personal electronic devices. The library cannot assure that data or files downloaded by users are virus-free. Users agree to indemnify the library for copyright infringement conducted using the library's wireless network. The library is not responsible for damages to equipment or data on a user's personal computer from the use of data downloaded from the Library's Internet service.

Hotspot usage policy and electronic device agreement

Prosper Community Library has established a Wi-Fi hotspot lending program to provide patrons in our community with high-speed internet access. With this program, students can use the Internet for help with homework and projects, employees can have reliable internet access to

meetings and presentations, and patrons can have home access to the library's digital resources such as our databases, catalog, and eBooks. Patrons can take advantage of our Wi-Fi hotspot lending program with a current Prosper Community Library card.

The library is not responsible for any liability, damages or expense resulting from use or misuse of the device, connection of the device to other electronic devices, or data loss resulting from use of device. Any use of the device for illegal purposes, unauthorized copying of copyright-protected material in any format, or transmission of threatening, harassing, defamatory or obscene materials is strictly prohibited. Hotspots may not leave the continental United States nor be used internationally.

Wi-Fi hotspots may be borrowed by card holders ages 18 and above with a library card in good standing. Checkout is limited to one per household at any given time. The library reserves the right to refuse service to patrons who abuse equipment or who are late in returning items.

Wi-Fi hotspots are available at the Circulation Desk on a first-come, first-served basis. They may not be reserved or placed on hold. To borrow a hotspot, the patron must have their library card or valid government ID and must complete and agree to the Electronic Device Agreement. Once a hotspot is checked out to a patron, it becomes the responsibility of that patron. Hotspots are not intended to be a long-term internet solution. We reserve the right to implement restrictions if checkout is being abused.

Hotspots may be borrowed for two weeks and may be renewed one-time within a 30-day period. They must be returned in person to the Circulation Desk, and never to another library, left outside the library door, or in the book drop. If a hotspot is not returned, or returned damaged, the borrower will be charged a replacement cost. If a device is not returned in a timely manner, civil and criminal action will be taken. If the borrower fails to pay the replacement cost for a lost device, their membership will be suspended until the account is clear.

Copier/Printer

The Prosper Community Library offers a printer/copy machine to the public. Printing is \$0.20 per page (regardless of front/back or color/black and white). Payment for printing is due at the time of printing. Printing may not be placed as a balance fee on a library membership account. Cash or checks must be used as acceptable forms of payment for amounts less than \$3.00. Credit card may be used for printing of \$3.00 or more.

3D Printing

The Prosper Community Library offers a 3D printer to library card holders. The 3D printer is intended to inspire all ages to create and innovate.

Patrons eighteen (18) years and older and who have a current Prosper Community Library card may submit digital designs (currently in .stl) to be printed on the library's 3D printer.

Children under eighteen (18) years of age must be accompanied by a parent or guardian. The parent or guardian must sign a permission form and agree to payment of printing for each minor. Cardholder must be in good standing to submit a file for printing.

The printer may only be used for lawful purposes and be for objects appropriate for a public library environment. No weapons of any kind shall be created on the printer.

No patron will be permitted to use the library's 3D printer to create material that is:

- Prohibited by local, state, or federal law.
- Unsafe, harmful, dangerous, or poses an immediate threat to the well-being of others.
- Obscene or otherwise inappropriate for the library environment or violates the library's Standard of Conduct Policy.
- In violation of another's intellectual property rights. The printer will not be used to reproduce material that is subject to copyright, patent, proprietary, or trademark protection.

The library reserves the right to refuse any 3D print request.

Cost of printing is set by Town Ordinance at \$1.00 per hour of printing. Payment is due at the time of pickup of the object.

Items must be picked up within five (5) business days or they will become property of the library and will be disposed of. The patron will still be responsible for the cost of printing the item and the charges will be added to the patron's library account.

Disclaimer

In consideration for the privilege of using the library and for having access to the information contained in it, library patrons hereby release and hold harmless the Town of Prosper, its officers, agents, servants, or employees, the library, its staff, volunteers, representatives, or advisors, from any and all liability or responsibility for any and all claims or expenses arising either directly or indirectly from the use of the library, whether or not caused, in whole or in part, by alleged negligence of the Town of Prosper, its officers, agents, servants, employees, volunteers, representatives, or advisors.

Violation of Prosper Acceptable Use Policy

Violation of any part of the Prosper Community Library Patron Acceptable Use Policy or failure to use the computer workstations appropriately and responsibly may result in the revocation of all computers and/or library privileges as determined by the Library Director. Unlawful activities will be referred to the appropriate legal authority and will be dealt with in a serious and appropriate manner.

These policies incorporate:

Library Bill of Rights

The Freedom to Read Statement

Freedom to View Statement

The Texas Library Association Intellectual Freedom Statement



PUBLIC WORKS

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Authorize Agreement with URETEK USA for Repair of Northbound Dallas Parkway from US 380 to First Street

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to approve an agreement with URETEK USA for repairs to the northbound lanes of Dallas Parkway from US Highway 380 to First Street for \$603,000.00.

Description of Agenda Item:

Existing concrete panels of Dallas Parkway are uneven and require repair to improve the surface and prevent further settling. The proposed agreement with URETEK is to inject polymer under each panel to level and improve the existing condition. The work will be conducted during night hours to limit the disruption of traffic. Streets crews will provide traffic control and remove and replace any panels that are found to be damaged.

With the upcoming work by NTTA to construct the Dallas North Tollway extension, staff is concerned that the additional construction traffic will further degrade the condition of the road. These improvements are intended to extend the life of the pavement and postpone major reconstruction. Cost permitting, the work may extend north of First Street.

These services have been procured utilizing the Buyboard cooperative purchasing program to ensure competitive pricing.

Budget Impact:

The annual streets budget provides funding for annual maintenance activities up to \$1,250,000. This proposal is \$603,000 to be charged to account no. 100-5485-50-01, Contract Services – Annual Street.

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. URETEK USA Proposal

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to approve an agreement with URETEK USA for repairs to the northbound lanes of Dallas Parkway from US Highway 380 to First Street for \$603,000.00.

Proposed Motion:

I move to authorize the Town Manager to approve an agreement with URETEK USA for repairs to the northbound lanes of Dallas Parkway from US Highway 380 to First Street for \$603,000.00.

PROPOSAL FOR SERVICES

Prepared for:

Luis Galvez

Town of Prosper, TX

Town of Prosper - Dallas Pkwy - 380 to First St. - 24/03

Prepared by:

Andy Malhiot

Regional Development Manager

URETEK USA, Inc.

(214) 930-0665

amalhiot@uretekusa.com

www.uretekusa.com

Proposal date:

March 28, 2024

Luis,

URETEK USA, Inc. is pleased to present this proposal for our safe, non-intrusive, and long-lasting polymer repair solutions. URETEK pioneered and refined the polymer ground injection technology in use today. We have 30 years in the business and over 100,000 (and counting) successful projects to date.

Scope of Work:

The Town of Prosper has asked URETEK USA to evaluate locations on the northbound section of Dallas Parkway, from Hwy 380 to First Street, which will be the future service road for the extension of the Dallas North Tollway. URETEK will inject to stabilize at the end of each panel, then if needed, mill off where the joints are mismatched. We are expecting to complete this project in approximately 34 working days, weather permitting.

URETEK proposes to utilize our proprietary URETEK 486 STAR® hydro-insensitive polymer to densify the sub-grade and increase bearing capacity of the base soils. URETEK will drill injection holes on 4' centers. Inject the highly expansive, high strength, lightweight, Hydro - insensitive URETEK 486 STAR polymer through ports and into the area beneath the roadway. Since this polymer is hydro-insensitive, it can be injected into wet soil conditions without compromising the integrity of the polymer. Upon completion of the injections, URETEK will drill out the top 2" of grout injection holes and fill with a non-shrink cementitious grout.

This work shall consist of soil densification to strengthen base and sub-base soils under the concrete by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths while monitoring for movement at the surface. In the locations where the roadway has settled, injection of material shall continue as needed to lift the pavement to grade, matching the panels, and improving the overall ride quality.

This work shall consist of soil densification to strengthen base and sub-base soils under flexible asphalt, concrete, or composite pavement, by furnishing and injecting expansive polyurethane material into the foundation soils beneath the pavement through holes or injection tubes inserted into drilled holes at locations and depths, as shown on the plans or as directed by the Engineer, while monitoring for movement at the surface. If necessary, injection of material shall continue as needed to lift the pavement to grade.

This problem can be addressed by utilizing the URETEK Deep Injection® (UDI) or the URETEK Method® process in conjunction with our URETEK 486 STAR® hydro-insensitive polymer.

Construction Details:

URETEK will perform the following operations:

- If required, Dynamic Cone Penetrometer (DCP) tests at locations chosen by the URETEK Supervisor will be executed. DCP tests will be used to confirm existing subgrade and/or foundation soil conditions, to locate voids, and to assist in determining or confirming injection depth(s). This plan

will include depths, spacing, and pattern for all injections. If testing shows additional injection levels are needed, the URETEK Project Manager will get approval from the client prior to proceeding.

- Pavement Profile will be taken every 10 ft. in a longitudinal direction on edges and center of work area. Profile spots will be taken before and after injections and documented for review. During the procedure for void fill and/or pavement lifting, injections will be monitored by laser level, dial indicator, and/or string line.
- For UDI, holes will be vertically drilled to a depth sufficient to penetrate below the pavement and into the subgrade. Injection tubes will be inserted to the required depth(s) determined by the DCP test results. The holes shall be sufficiently spaced to fill voids and realign the pavement.
- Production units will have mounted proportion pumps capable of maintaining proper polyurethane component material temperature, material pressure and proper mixing of component materials.
- Certified and calibrated Flow Meters will read injected material amounts of components ("A" + "B").

Proposed Cost:

URETEK 486 STAR (LB)

74,000 LB @ \$6.00/LB = \$444,000.00

Mobilization (Each)

1 Each @ \$5,000.00/Each = \$5,000.00

Milling of Mismatched Joints

616 joints @ \$250.00/Joint = \$154,000.00

Total Estimate: \$603,000.00

This pricing is valid for up to 30 days from the date of this proposal.

Changes to Scope of Work:

All change orders must be approved in writing and signed on behalf of URETEK and the project site representative.

Items not Included in Quote:

Traffic Control, Bonding/Bond Participation, Saw Cutting, Sales Tax, Joint/Crack Sealing, Milling of Existing Asphalt Wedges (if required)

Payment Terms:

If agreement is by the pound, client will only pay for product installed. Payment terms are net 30 unless the contract states differently.

BuyBoard National Purchasing Cooperative:

URETEK is able to accept purchase orders directly through BuyBoard (<https://www.buyboard.com>). Pricing is based off of BuyBoard Contract #635-21.

Warranty:

URETEK will provide a two-year unconditional warranty against settlement of more than 1/2" in pavement structures that have been injected. In the unlikely event that movement of more than 1/2" occurs in the injected pavement structure, URETEK will return to inject the pavement structure to lift to proper grade at no charge to the owner. If traffic control is not included in this proposal, URETEK would require that any traffic control required to perform the warranty work be provided by the owner.

Any bonded project shall only provide a one-year warranty from date of substantial completion. This shall not impact the URETEK two-year unconditional warranty described above.

This warranty shall be null if:

- The DCP tests reveal problems deeper than the approved injection plan and the client chooses not to address those problems at the time of this project.
- The client does not perform joint repair and/or crack sealing after URETEK completes their work on the pavement.

Concealed or Unknown Conditions:

It is the responsibility of the owner to provide as-built drawing and site condition information to URETEK before our crew gets on-site to work on a project for the owner. Site condition information includes, but not limited to soil borings reports, pavement structure drawings, water table information, and architectural drawings of structures in the work area. If it is known that there is underground infrastructure: pipes, culverts, duct banks, conduit, etc. in the proposed work area, the owner must identify them prior to work being started. URETEK will be placing tubes into the ground and injecting a low viscosity liquid. While in the liquid phase, the polymer will flow to the weakest area it encounters. If there are cracked or disjointed pipes, culverts, duct banks, conduits, etc., the structure may be infiltrated and filled with polymer. Unless noted by the owner, URETEK will proceed under the assumption that all underground infrastructure is sound. URETEK will not be held responsible for any harm, damage, or costs to repair or replace said structures that are in disrepair or have open joints.

Indemnification & Hold Harmless:

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the Contractor's other subcontractors, the Architect, the Owner and their agents, consultants and employees (the Indemnities) from all claims for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub Subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. This indemnity includes if the Subcontractor or any of its agents, employees, suppliers, or lower-tier Subcontractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts

or similar items owned, leased, or under the control of the Contractor. The Subcontractor shall be entitled to reimbursement of any defense cost paid above Subcontractor's percentage of liability for the underlying claim to the extent attributable to the negligent acts or omissions of the Indemnities.

Schedule:

Schedule will be discussed between URETEK and client after all paperwork has been approved by both sides. Operations can accommodate day or night/weekday and/or weekend work depending on the client's schedule. Traffic can be returned to the project area 15 minutes after our last injection.

Merit Shop Contractor:

URETEK USA, Inc. is a merit shop contractor and all services provided by this proposal will be on a merit shop basis. All reference to labor agreement of any kind, or alluded to, in a contract in principle or a sub-contract, are set aside and not part of this proposal.

Operating Classification:

Primary NAICS:

237310 - Highway, Street, and Bridge Construction

Secondary NAICS:

237110 - Water and Sewer Line and Related Structures Construction

237990 - Railroad Construction & Other Heavy and Civil Engineering Construction

236118 - Remodeling Construction

236210 - Industrial Building Construction

236220 - Construction (including new work, additions, alterations, maintenance, and repairs) of Commercial and Institutional Buildings and Related Structures

238190 - Other Foundation, Structure, and Building Exterior Contractors

238990 - Specialized Trade and Site Preparation

Unique Entity Identifier (UEI) #: PRF6YC157PH5

DUNS #: 556910990

CAGE code: 1T9Y9

URETEK USA, Inc. is an Equal Opportunity Employer hiring minority, disadvantaged, disabled, and veteran personnel. URETEK can also help you achieve your DBE goals.



PUBLIC WORKS

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Award of Bid for Mowing of Public Works Facilities and Rights-of-Way

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to approve an agreement with Green World Care to provide mowing services for certain rights-of-way and public works facilities for \$19,044.00, with the option of four (4) one-year renewals.

Description of Agenda Item:

This item is to contract mowing services for public works utility facilities and certain rights-of-ways that public works staff currently maintain. Street and utilities staff currently mow for several days during the month taking them away from other tasks related to maintenance of streets and utility facilities. The proposed services were reviewed based on cost and ability to meet service requirements and Green World Care proposal provides the best value.

The total cost of this contract is \$19,044.00 annually and can be renewed for up to four years based on the performance of the contractor.

Budget Impact:

The cost of the contract will be split equally between water and streets with \$9,522 charged to account 100-5480-50-01 and \$9,522 charged to account 200-5480-50-02.

Legal Obligations and Review:

The contract form is a standard format approved by counsel.

Attached Documents:

1. Proposed Contract
2. Bid Tabulation
3. Scoring Matrix

Town Staff Recommendation:

Town Staff recommends authorizing the Town Manager to approve an agreement with Green World Care to provide mowing services for certain rights-of-way and public works facilities for \$19,044.00, with the option of four (4) one-year renewals.

Proposed Motion:

I move to authorize the Town Manager to approve an agreement with Green World Care to provide mowing services for certain rights-of-way and public works facilities for \$19,044.00, with the option of four (4) one-year renewals.

**TOWN OF PROSPER
CONTRACT FOR SERVICES
BID NO. 2024-21-A**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Green World Care, Inc
 Ken Lee, Bid Specialist
 11518 Newberry Street
 Dallas, TX 75229
greenworldcare.ken@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.

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

AGREED TO BY:

GREEN WORLD CARE, INC

TOWN OF PROSPER, TEXAS

By: 
Ken Lee
Bid Specialist

By: _____
Mario Canizares
Town Manager

Date: 4/12/2024

Date: _____

**Town of Prosper
CSP No. 2024-21-A**

Right of Way and Water Tower Locations Mowing and Landscape Maintenance Services

I. Introduction

The Town of Prosper is soliciting proposals for landscape maintenance and mowing of various locations, including right of way and water tower locations 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 to the Town of Prosper, as determined by the evaluation criteria as stated herein.

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

The successful vendor(s) will be required to execute a service contract. A sample contract is available for download through lonwave.

The questions deadline is March 26, 2024, at 12:00PM. The RFP is due on April 2, 2024, by 2:00PM and must be submitted through lonwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 270 712 713 927
Passcode: ZxCmNH

II. Site Visits

A. Site Visit

A pre-proposal site visit will not be conducted. However, each vendor is strongly encouraged to tour the service locations in order to gain a clear understanding of the service locations and the associated scope of work.

Prior to the award of a contract, a mandatory site visit will be conducted with the recommended vendor to ensure a clear understanding of the scope of services and service locations.

III. Scope of Services

The successful vendor(s) shall perform all services in accordance with the following conditions:

A. Right-Of-Way and Water Tower Locations Maintenance

1. Mow all turf areas as follows:

- a. No turf shall be cut below three (3) inches in height, without prior written approval from the Town staff.
- b. Right-of-way turf shall be mowed to a maximum height of six (6) inches. Fertilizer, herbicides, and pesticides will not be applied to the median/right-of-way mowing areas without the express permission of the Town representative.
- c. All turf areas mowed every two (2) weeks (unless otherwise indicated), at recommended heights, during the growing season.
- d. Mowing boundaries and locations will be determined as indicated on each location map
- e. Grass clippings shall be blown from all concrete and asphalt surfaces and shall not remain onsite after mowing in visible piles/rows.
- f. Removal of all litter and debris from the entire property and hauling such litter and debris away.
 - 1) All litter and debris must be removed from turf prior to mowing.
 - 2) Areas serviced will have a finished appearance with drives, parking areas, walks, and curb areas appearing to have been swept. The successful vendor(s) shall not simply blow litter, leaves, clippings, etc. into the streets or other property.

2. Edging

Edging all turf along walks, curbs, plant beds, signs and other obstacles as follows:

- a. Turf edged and trimmed each time turf is mowed.
- b. All edging will be with a fixed blade edger that leaves a sharp edge (not a monofilament trimmer).

3. Monofilament Trimming

- a. To be performed with each mowing.
- b. To be used only around fences, buildings, tree wells, and posts. Do not directly use around the trunks of trees.

B. 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 Town representative. Any variance from the prescribed schedule will require a minimum of twenty-four-hour advance notification to the designated Town 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 a facsimile or e-mail to a designated Town representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement.
3. The successful vendor(s) shall set mowing equipment to the height indicated in each section above, unless otherwise instructed by the designated Town representative. All changes in the mowing height are to be approved by the Town 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 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. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
6. No chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers are to be used without the prior written approval of the Town representative, and proper posting in the area where the chemicals are used.
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 work site 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 successful vendor(s) will be responsible for any damage to the irrigation system due to negligence on the part of the vendor or the vendor's representative. Any damage to an irrigation system is to be reported immediately to the appropriate Town representative.
15. The Town representative reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
16. The service will be monitored by the Town representative for all ground maintenance and medians, roadsides, and rights-of-way. Contact information will be provided to the successful vendor(s).
17. 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 the Town representative.
 - 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 as part of 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.
18. 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 representative.
19. 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.
20. After abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town representative will determine if needed.
21. Hazardous Conditions
- a. The successful vendor(s) will be required to notify the Town 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).
22. 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.
23. 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 representative with the name and phone number of a designated contact person available during normal business hours.
24. 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.

IV. 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 Town representative 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 the Town representative 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 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. Chemical Trimming shall refer to the use of a herbicide (such as roundup and/or an approved equal) as an alternative to the physical removal or cutting of plant material from areas to be trimmed. Approval for the application of herbicides must be obtained in writing from the Town representative prior to herbicide application.
- I. Any herbicide application must be in compliance with the State of Texas Structural Pest Control Board Law and Regulations of the Texas Department of Agriculture. The successful bidder or his/her representative must have a copy of their pesticide license on file with the Town of Prosper. **NOTE: CHEMICAL TRIMMING WILL NOT BE ACCEPTED FOR THE EDGING OF SIDEWALKS AND/OR CURBS.** A copy of the bidder's herbicide application license is required to be provided with a bid response, if herbicides are planned to be used by the bidder.
- J. 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.

V. Insurance

ALL RESPONDENTS must submit, with the bid, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only. 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.

VI. Questions Deadline

The Town of Prosper requires that all questions relating to this bid be submitted in writing to Jay Carter, Purchasing Manager, at jcarter@prosper.tx.gov by **12:00 p.m. on Tuesday, March 26, 2024**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

VII. Submittals

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

- 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

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

Attachment A Pricing Worksheet

1. **Southside of East Prosper Trail east of Preston Country Lane and north and south sections after Wilson Creek**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

2. **Southside of East Prosper Trail from North Preston Rd to Deer Run Lane & Eastside of North Preston Road from East Prosper Trail to Chandler Circle**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

3. **Eastside of North Hays Road at Ridgewood Drive from alley to alley**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

4. **Cook Lane north of West First Street east and west sides**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

5. **South Teel Parkway north of University Drive (380)**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

6. **3188 Prosper Trail**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

7. **2491 North Custer Road**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

8. **1454 East First Street**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

9. **3180 West First Street**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

10. **1880 Newpark Way**
Service once per week, beginning in March through October
A) Bi-weekly mowing/maintenance cost : \$ _____ x 18 = Annual Cost: \$ _____

**11. 401 South Craig Road
Service once per week, beginning in March through October**

A) Bi-weekly mowing/maintenance cost : \$_____ x 18 = Annual Cost: \$_____

GRAND TOTAL \$_____ **Annual Cost**

In the event that the Town of Prosper should add locations to the contract at a future date, please indicate unit cost per acre that will be charged for additional properties for these types of services.:

Unit Price \$_____ per acre

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):

VENDOR CONTACTS

The successful vendor must provide, to a designated Town representative, a valid telephone number and name of the 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 Town representative. Failure to provide this information may be considered a reason to terminate the contract.

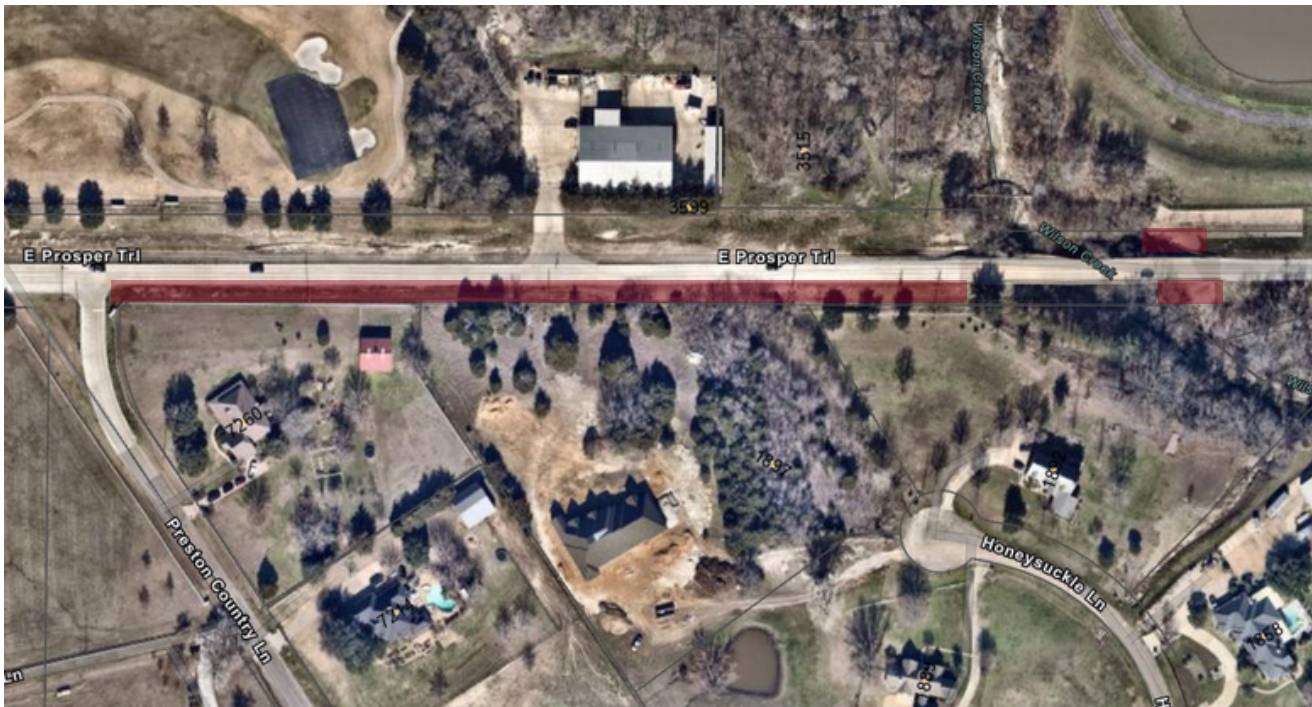
Company Representative: _____

Company Telephone Number (including are code): _____

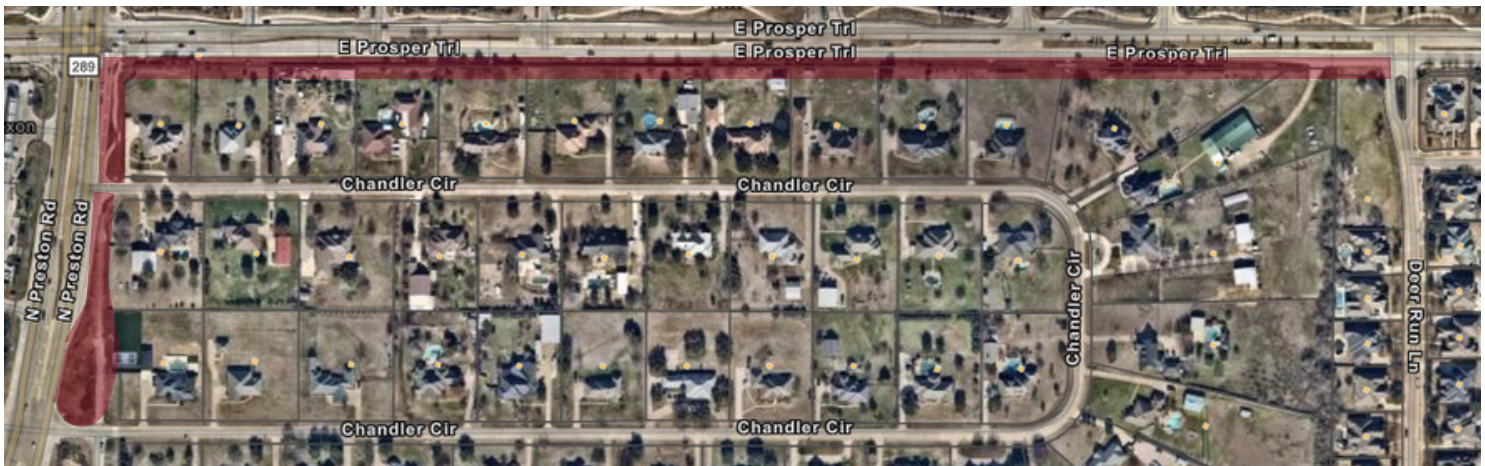
Emergency Telephone Number (including are code): _____

EXHIBITS

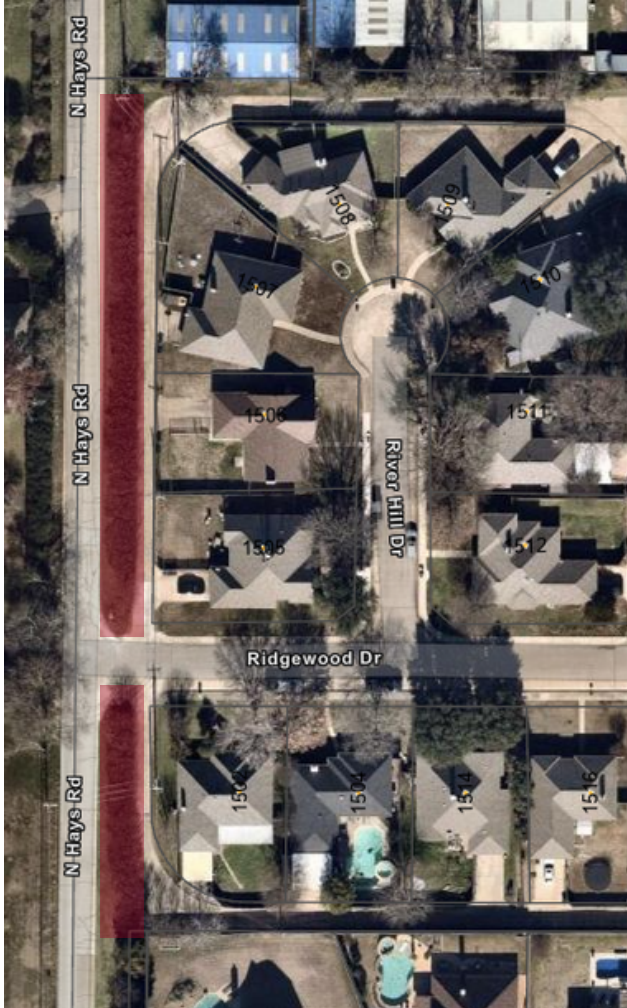
Southside of E Prosper Trail east of Preston Country Ln and north and south sections after Wilson Creek



Southside of E Prosper Trl from N Preston Rd to Deer Run Ln & Eastside of N Preston Rd from E Prosper Trl to Chandler Cir



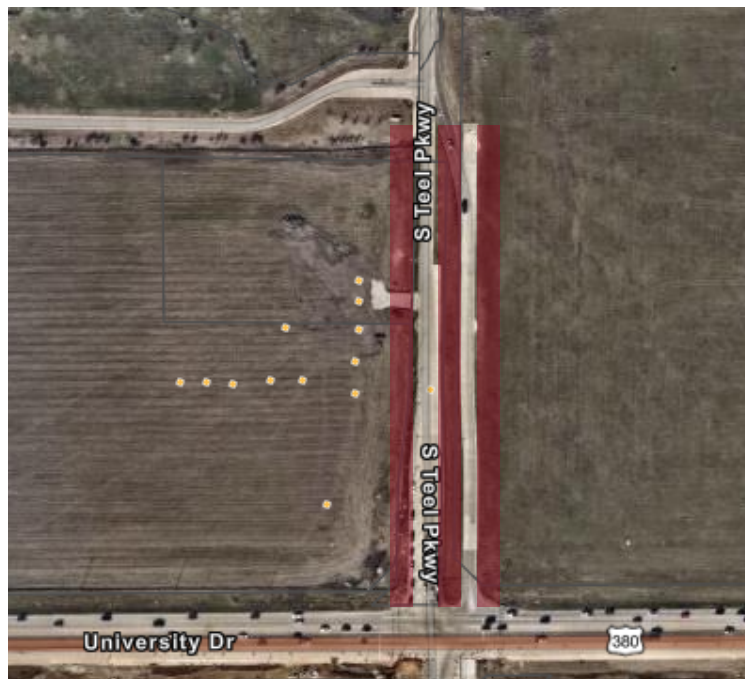
**Eastside of N Hays Rd at
Ridgewood Dr from alley to alley**



**Cook Ln north of W First St
and west sides**



**S Teel Pkwy north of
University Drive (380)**



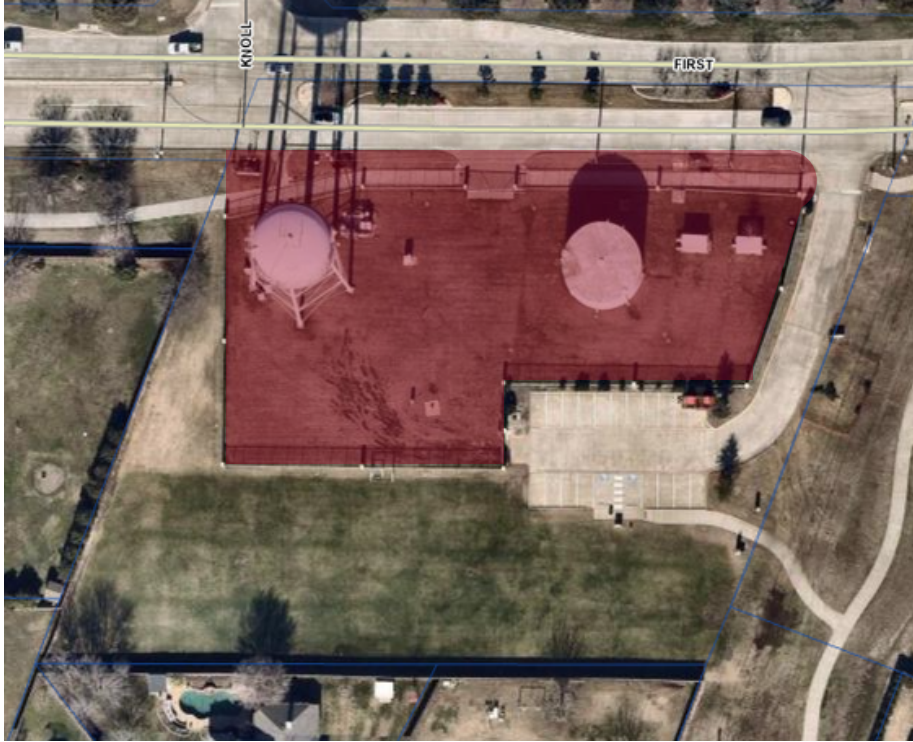
3188 Prosper Trail



2491 N Custer Rd



1454 E First St



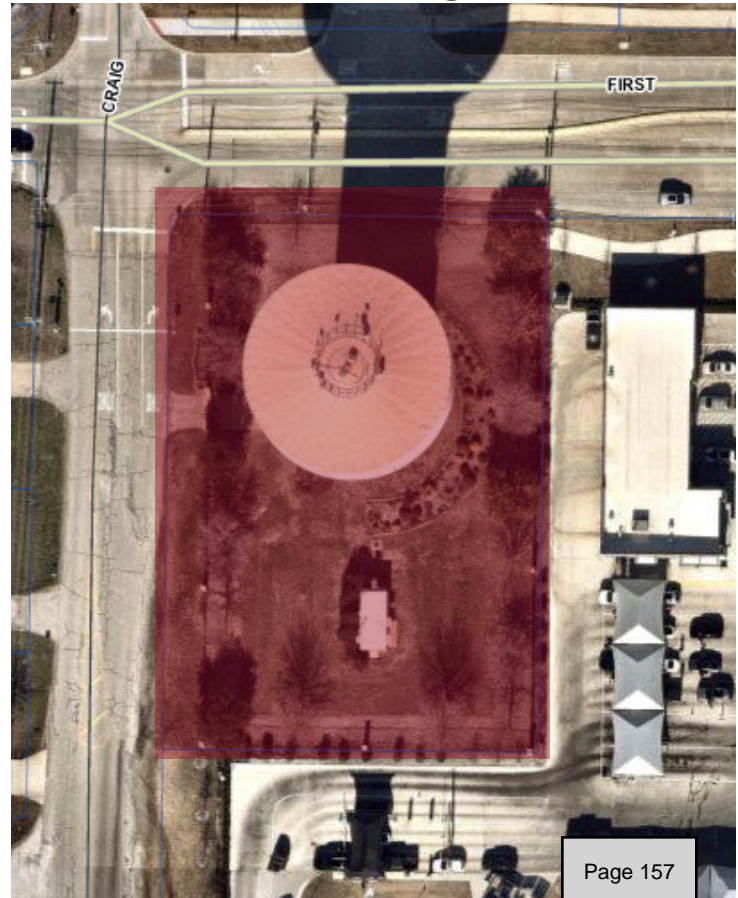
3180 W First St



1880 Newpark Wy



401 S Craig Rd





2024-21-A

**Green world care Inc
Supplier Response**

Event Information

Number: 2024-21-A
 Title: Right of Way and Water Tower Locations Mowing and Landscape Maintenance Services
 Type: Request for Proposals
 Issue Date: 3/17/2024
 Deadline: 4/2/2024 02:00 PM (CT)
 Notes: The Town of Prosper is soliciting proposals for landscape maintenance and mowing of various locations, including right of way and water tower locations 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 to the Town of Prosper, as determined by the evaluation criteria as stated herein.

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Item 9.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 270 712 713 927
Passcode: ZxCmNH

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

Green world care Inc Information

Item 9.

Address: 11518 Newberry St,
dallas, TX 75229
Phone: (682) 990-5333

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

Ken Lee
Signature

greenworldcare.ken@gmail.com
Email

Submitted at 3/29/2024 10:31:09 AM (CT)

Requested Attachments

RFP Submission

Prosper 2024-21-A_GWC.pdf

All documents related to RFP in one file

Bid Attributes

1	Terms and Conditions Acknowledgement I have read, understand and agree to all terms and conditions contained in this solicitation. <input checked="" type="checkbox"/> I Agree
2	Addendum No. 1 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
3	Addendum No. 2 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
4	Addendum No. 3 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
5	Addendum No. 4 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 4 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
6	Addendum No. 5 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 5 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree

Bid Lines

1 Package Header

Item 9.

Bid Total

Quantity: 1 UOM: EA Total: **Package Items****1.1** Southside of East Prosper Trail east of Preston County Lane and north and south sections after Wilson Creek. Service twice per month March through OctoberQuantity: 18 UOM: Twice per month Unit Price: Total: **1.2** Southside of East Prosper Trail from North Preston Rd to Deer Run Lane & Eastside of North Preston Road from East Prosper Trail to Chandler Circle. Service twice per month March through OctoberQuantity: 18 UOM: Twice per month Unit Price: Total: **1.3** Eastside of North Hays Road at Ridgewood Drive from alley to alley. Service twice per month March through October.Quantity: 18 UOM: Twice per month Unit Price: Total: **1.4** Cook Lane north of West First Street east and west sides. Service twice per month March through October.Quantity: 18 UOM: Twice per month Unit Price: Total: **1.5** South Teel Parkway north of University Drive (380). Service twice per month March through October.Quantity: 18 UOM: Twice per month Unit Price: Total: **1.6** 3188 Prosper Trail - Service twice per month March through October.Quantity: 18 UOM: Twice per month Unit Price: Total: **1.7** 2491 North Custer Road - Service twice per month March through October.Quantity: 18 UOM: Twice per month Unit Price: Total: **1.8** 1454 East First Street - Service twice per month March through October.Quantity: 18 UOM: Twice per month Unit Price: Total: **1.9** 3180 West First Street - Service twice per month March through October.Quantity: 18 UOM: Twice per month Unit Price: Total: **1.10** 1880 Newpark Way - Service twice per month March through October.Quantity: 18 UOM: Twice per month Unit Price: Total: **1.11** 401 South Craig Road - Service twice per month March through October.Quantity: 18 UOM: Twice per month Unit Price: Total: **2 Cost per additional acre***(Line excluded from response total)*Quantity: 1 UOM: EA Unit Price: Total: **Response Total: \$19,044.00**

RFP NO. 2024-21-A
 ROW and Water Tower Locations Mowing and Landscape Maintenance Services

EVALUATION MATRIX		A2O Solutions		Coast to Coast Contracting		Green World Care		LeFelton Opulent		Rosemary Lawn and Landscaping		The Paysage Group		Yellowstone Landscape		V&A Landscape and Lawn	
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Cost Proposal	30%	10.00	3.00	3.98	1.19	8.36	2.51	3.26	0.98	1.22	0.37	4.35	1.30	5.75	1.72	2.66	0.80
Ability to Meet Town's Needs	15%	2.83	0.43	8.33	1.25	7.83	1.18	4.00	0.60	3.67	0.55	9.25	1.39	9.50	1.43	9.00	1.35
Equipment	15%	2.83	0.43	8.17	1.23	8.50	1.28	6.00	0.90	4.17	0.63	9.67	1.45	9.83	1.48	9.08	1.36
Staffing	20%	2.83	0.57	9.33	1.87	7.33	1.47	4.33	0.87	4.33	0.87	9.83	1.97	9.83	1.97	8.50	1.70
Work History and References	20%	3.00	0.60	8.00	1.60	8.00	1.60	4.00	0.80	4.00	0.80	9.50	1.90	5.00	1.00	7.00	1.40
TOTAL	100%		5.02		7.14		8.03		4.14		3.21		8.01		7.59		6.61



**TOWN OF PROSPER
PROPOSAL TABULATION SUMMARY**

Item 9.

Solicitation Number	RFP No. 2024-21-A
Solicitation Title	ROW and Water Tower Mowing
Close Date	04/02/2024 2:00PM

Responding Contractor	City	State	Response Submitted	Response Total
A2O Solutions LLC	Farmersville	TX	3/22/2024 11:37:28 AM (CT)	\$15,924.42
Green world care Inc	dallas	TX	3/29/2024 10:31:09 AM (CT)	\$19,044.00
Yellowstone Landscape	Dallas	TX	4/1/2024 02:26:00 PM (CT)	\$27,716.40
The Paysage Group LLC	Richland Hills	TX	4/2/2024 11:47:10 AM (CT)	\$36,630.00
Coast To Coast Contracting	Bonham	TX	4/2/2024 09:55:03 AM (CT)	\$40,014.00
LeFelton Opulent LLC	manvel	TX	3/26/2024 08:58:46 PM (CT)	\$48,852.00
V&A Landscape and Lawn	Prosper	TX	4/1/2024 07:20:24 PM (CT)	\$59,850.00
Rosemary Lawn and Landscaping	Allen	TX	4/2/2024 01:33:23 PM (CT)	\$130,320.00

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

Certified by:	Jay Carter, NIGP-CPP, CPPB, C.P.M. Purchasing Manager Town of Prosper, Texas	Certified On: April 2, 2024
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PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Electrical Services for Tree Lighting in the Downtown Area

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 2. Development of Downtown as a Destination

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Proposal for Electrical Services between Trinity Lighting and Electrical Services and the Town of Prosper, Texas, to run electrical service to the Main Street tree wells for tree lighting for an amount not to exceed \$128,200.00.

Description of Agenda Item:

The project involves boring and installing equipment (electrical service, lighting, outlets, and tree well covers) required for running power to each of the tree wells in the downtown area for the purpose of lighting the trees year-round. This contract is being piggybacked from an annual contract that is in place with the City of Celina.

The Downtown Advisory Committee has approved the initial scope of the project at \$75,000 to run power to the tree wells. The remaining cost is due to additional scope required to complete the project including bore costs, tree grates, and uplighting to match the other tree locations in Downtown.

Budget Impact:

The total cost of services is \$128,200. Funding for this contract is available in account 100-5480-10-99.

Legal Obligations and Review:

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

Attached Documents:

1. Electrical Services Proposal
2. Electrical Services Agreement with Celina, Texas.

Town Staff Recommendation:

Town Staff recommends the Town Council approve a Proposal for Electrical Services between Trinity Lighting and Electrical Services and the Town of Prosper, Texas, to run electrical service to the Main Street tree wells for tree lighting for an amount not to exceed \$128,200.00.

Proposed Motion:

I move to approve a Proposal for Electrical Services between Trinity Lighting and Electrical Services and the Town of Prosper, Texas, to run electrical service to the Main Street tree wells for tree lighting for an amount not to exceed \$128,200.00.



PROPOSAL

Page 1 of 3

4/23/24

Town of Prosper
409 E. First St.
Prosper, TX 75078

Attn.: Kurt/Matt
Phone: 972) 569-1063
Email: MFurr@prospertx.gov
kbeilharz@prospertx.gov

REF: Main and Broadway Tree Lights
SUBJECT: ELECTRICAL PROPOSAL

Trinity Lighting and Electrical Services proposes to furnish electrical materials, installation labor, supervision & tools in accordance with our interpretation of the following documents:

DRAWINGS: N/A
SPECIFICATIONS: Listed below and attached
ADDENDA: none rcvd.

QUOTED ITEMS: A1 and A2 Combined NTE \$116,600-128,200

A1. Base Bid – Electrical Options W. Side of Main St. : NTE \$57,250-63,000

Supply and install (5) tree grates prebuilt w/double light support openings as existing. \$4,250/E or \$21,250 for (5). (Excludes removal and refill of landscape, irrigation work if needed, concrete work if needed, grate supports if not already in place, etc..)

Supply and install (10) new lights in (5) new tree grates and (4) new lights in existing tree grate locations. Supply and install (9) weatherproof direct bury PVC boxes and dual LED drivers at each tree similar to existing. NTE \$10,250 (Option color change lights add \$2,250)

Supply and install apx 680' of 3/4" PVC from existing pedestal panel NE corner of Main and W Second to (9) tree boxes West side of Main St from Broadway to Second St. Install new dedicated 20amp 120v circuit w/an extra 20amp 120v spare circuit for weatherproof plugs. NTE \$6,500

Excavation bore apx 680' between apx (16) locations NTE \$10,750-12,000 (excludes heavy fill or rock bore, repair of private lines not properly identified before bore/excavation, landscape repair, etc..)

Supply and install (9) weatherproof GFI outlets w/stand off growth bolts to match existing lights on Broadway at tree grates. NTE \$2,150

Supply and install (7) additional weatherproof GFI outlets mounted on 1' strut assembly w/strut directly buried apx 3' in the non-grated landscape sections along Main w/a second circuit and controller. NTE \$2,100.

Supply and install (2) LED mini bullet style floods w/tree growth assemblies (7) locations to be tied onto the same feed as the recessed tree grated lights. NTE \$4,250 (Option color change add \$2,250)

A2. Base Bid – Electrical Options E. Side of Main St. : NTE \$59,350-65,200

Supply and install (6) tree grates prebuilt w/double light support openings as existing. \$4,250/E or \$25,500 for (6). (Excludes removal and refill of landscape, irrigation work if needed, concrete work if needed, grate supports if not already in place, etc..)

Supply and install (12) new lights in (6) new tree grate locations. Supply and install (6) weatherproof direct bury PVC boxes and dual LED drivers at each tree similar to existing. NTE \$12,300 (Option color change lights add \$2,700)

Supply and install apx 640' of 3/4" PVC from existing pedestal panel NE corner of Main and W Second to (6) tree boxes East side of Main St from Broadway to Second St. Install new dedicated 20amp 120v circuit w/an extra 20amp 120v spare circuit for weatherproof plugs.
NTE \$5,800

Excavation bore apx 640' between apx (10) locations NTE \$9,750-11,300 (excludes heavy fill or rock bore, repair of private lines not properly identified before bore/excavation, landscape repair, etc..)

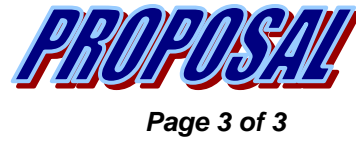
Supply and install (6) weatherproof GFI outlets w/stand off growth bolts to match existing lights on Broadway at tree grates. NTE \$1,500

Supply and install (5) additional weatherproof GFI outlets mounted on 1' strut assembly w/strut directly buried apx 3' in the non-grated landscape sections along Main w/a second circuit and controller. NTE \$1,500.

Supply and install (2) LED mini bullet style floods w/tree growth assemblies (5) locations to be tied onto the same feed as the recessed tree grated lights. NTE \$3,000
(Option color change add \$1,600)

B. Assumptions & Clarifications:

- (1) Allowances have not been made for after-hours installation.
- (2) All applicable taxes are excluded in our submission.
- (3) The contractor shall not be liable for indirect loss or damage.
- (4) Unless included in this proposal, all bonding and/or special insurance requirements are supplied at additional cost.



B. Assumptions & Clarifications Cont.:

The following further describes those services provided or excluded by Trinity Lighting and Electrical Services in the base bid.

We have INCLUDED the following items:

- 1). Inspection fees. (\$250.00 NTE)
- 2). License fees.

We have specifically EXCLUDED the following items from our bid:

- 1). Lighting protection of any kind.
- 2). Rush freight delivery charges for any equipment to be delivered beyond the normal lead times.
- 3). Local city or utility company requirements beyond the normal NEC code, engineered drawings, special insurance/bonding, etc..
- 4). Rock excavation or landscape repair beyond normal mound back of dirt and grass seed.
- 5). Delays caused by others, OT, Painting/prime, repair/upgrade of existing equipment or devices to be used, concrete cut/patch, OT, tax, repair of private underground lines or equipment not properly identified before excavation, power company tie in at transformer, equipment testing at stations, etc..
- 4). Private underground line repairs not properly marked or identified before excavation.
- 5). Paint or prime of anykind.
- 6). Grate support or concrete cut/repair if needed.
- 7). Dirt fill or mulch removal or install if needed.

Estimator: Terry Bejcek

Sales Tax Included: Yes No ***

Proposal Applicability 30 Days

Acceptance of Proposal: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made 50 percent upon mobilization, 25 percent upon completion of excavation and 25 percent upon final completion.

Date of Acceptance

Signature/PO#

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (hereinafter referred to as the "City") and **Trinity Lighting** (hereinafter referred to as the "Provider") for **Electrical Services**, (hereinafter referred to as the "Project"). In consideration of the premises, covenants and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for, and the Provider agrees to provide services relative to, the following Project: **Electrical Services, Bid # 2021-0062** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.
2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A-Specifications**. Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing *OR VERBALLY BY AN AUTHORIZED REP./MGR. ON SITE*.
3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement and work is to commence immediately.
4. **CONTRACT PERIOD.** The contract period for this Agreement is twelve (12) months. All pricing is to remain firm during this contract period. This Agreement is renewable for up to four (4) additional one-year terms on an annual basis. Both parties must be in agreement. Provider must notify the City 120 days prior to end of the current term in the event of non-renewal.
5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B-Provider Bid Response**, attached hereto and incorporated herein by reference.
6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A**. *NOTE: LARGER JOBS MAY REQUIRE MOBILIZATION OR PROGRESS PAYMENTS BEFORE WORK MAY PROCEED OR CONTINUE.*
7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or emailed to accountspayable@celina.gov.
8. **RIGHTS OF WITHHOLDING.** The City may withhold any payment or partial payment otherwise due the Provider ~~on account of unsatisfactory performance by the Provider.~~ *FOR IMPROPER WORK OR INSTALLATION NOT WITHIN LOCAL & NATIONAL CODES OR GIVEN TO SPECIFICATIONS* The amount to be withheld will be calculated based on the work not performed ~~and the impact to the City.~~ *REASONABLENESS STAND FOR TYPE OF WORK PERFORMED* Any payment or partial payment that may be withheld ~~for unsatisfactory performance~~ can be used to remedy the lack of performance and, if so used, will not be paid to the Provider. *INDUSTRIAL STANDARDS*
9. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of information it furnishes to the Provider. *WILL NOT HOLD PROVIDER LIABLE.*
10. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements ~~set forth in Exhibit A.~~ *AS SUBMIT* Failure to maintain the required insurance may result in immediate termination of this Agreement.
11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND

EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ~~ERROR OR OMISSION~~ OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.

JB.
FOR
MATTER
ONLY

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

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

~~*JB* The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.~~

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure

JB
REASONABLE

such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

Furthermore, the City retains the right to terminate this Agreement at the expiration of each City budget period (September 30) during the term of this Agreement, even without prior notice as described in the preceding sentence. *AT WHICH POINT PROVIDER MAY COMPLETE WORK IN PROGRESS TO MAKE SAFE AND ANY STORAGE MATERIALS NOT RETURNABLE WILL BE PAID BY THE CITY OR SUBS TO RESTORE FEES*
In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services. *B. W/A POSSIBLE CONSULTATION FEE IF REASONABLE*

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law. *OR ONCE WORK IS SAFE,*

JB
PROVIDERS
STOP
DATE

JB 16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement. *THE PROVIDER MAY TERMINATE CONTRACT AFTER WRITTEN NOTICE AS ALLOWED BY LAW FOR NON-PAYM OR REVIEW SAFETY ISSUE ON PROCESS*

17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.

18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent. *JB* *FOR VERBAL INSTRUCTIONS GIVE TO PROVIDER WHILE ON SITE DURING SERVICE WORK*

19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City 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 City are followed.

22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement 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 Agreement and this Agreement, this Agreement shall control.

24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009
contracts@celina-tx.gov

Provider
TRINITY LIGHTING & ELECTRICAL SERVICES, LLC
290 BAKER RD
CELINA, TX 75009
ATTN: JERRY BESCEK
TRINITYLIGHTING@AOL.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.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Denton County, Texas.

27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals, this 10th day of March, 2021.

CITY OF CELINA

PROVIDER

Jason Laumer
Jason Laumer, City Manager

JERRY BESCEK - MEMBER
Type/Print Name and Title

May 26, 2021
Date

5/21/21
Date



INVITATION TO BID (BEST VALUE)

ELECTRICAL SERVICES

RFQ #2021-0062

ELECTRONIC SUBMITTAL IS PREFERRED.

WWW.CELINA-TX.GOV/BIDS

The City strongly requests that vendors submit responses electronically. Electronic submission eliminates errors, unnecessary work, and is friendlier to the environment.

For additional information concerning this bid, please contact Dawn Berry, Purchasing Manager at 469-813-4194 or purchasing@celina-tx.gov.

Due Date & Time:

February 8, 2021 at 10:00 AM

**Late responses will not be accepted
Email or facsimile submitted bids will not be accepted**

INDEX

SECTION 1	INSTRUCTIONS/GENERAL INFORMATION
SECTION 2	SPECIFICATIONS/SCOPE OF WORK
SECTION 3	EVALUATION
SECTION 4	SUBMITTAL INSTRUCTIONS
SECTION 5	BID OPENING

EXHIBITS:

1. GENERAL TERMS & CONDITIONS
2. INSURANCE REQUIREMENTS
3. W9
4. CONFLICT OF INTEREST

SECTION 1: INSTRUCTIONS/GENERAL INFORMATION

1.1 SUBMISSION

Offerors may submit proposals electronically or in hard copy. The City's preference is electronic submission. Refer to Section 4 for detailed submission instructions.

1.2 NO OFFER/NO BID

The City is appreciative of the time and effort you must expend to submit an offer. If you choose not to respond, we would greatly appreciate you indicating any requirement that may have influenced your decision.

1.3 INCLEMENT WEATHER

In the event of inclement weather and City offices are officially closed on the due date, responses will be received until 3:00 PM of the next business day at which time submittals will be publically opened.

1.4 ACCEPTANCE

It is understood that the City of Celina, reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the City. Receipt of any proposal shall under no circumstances obligate the City to accept the lowest proposal. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposal.

1.5 SUBMITTAL OF CONFIDENTIAL MATERIAL

The Owner considers all Proposal information, documentation and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract except for trade secrets and confidential information which the Offeror identifies as proprietary. Any material that is to be considered as CONFIDENTIAL/PROPRIETARY in nature must be clearly marked on each applicable page by the proposer. Marking your entire proposal CONFIDENTIAL/Proprietary is not in conformance with the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.).

1.6 DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any proposer or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the proposer or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. Additional information on the statute is available at: <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the proposer represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

1.7 DISCLOSURE OF INTERESTED PARTIES

In compliance with Section 2252.908 of the Texas Government Code, the City of Celina may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

Additional information on the statute may be found at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.8 PROHIBITION AGAINST BOYCOTTING OF ISRAEL

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of contract boycott Israel as described in Texas Government Code §2270. By submitting a response to this solicitation, contractor verifies that it does not and will not during the term of this agreement boycott Israel.

1.9 PROHIBITION OF CONTRACTS WITH CERTAIN COMPANIES

The City is legally prohibited from contracting with a company that is identified on a list prepared and maintained by the State Comptroller of Texas under Texas Government Code §2252.153 or §2270.0201. By submitting a response to this solicitation, contractor verifies that it is not on any such list.

1.10 INFORMATION / QUESTIONS

All questions shall be posted to the City's electronic bidding service, by the deadline stated. All questions and answers will be posted online. Proposers are responsible for insuring all answers to questions are reviewed prior to the submittal date. Answers provided to posted questions address minor irregularities and are for clarification purposes only and do not revise or modify the specifications. Answers to questions that result in revisions to the specification will be address by Addendum. No oral statement of any person shall modify or otherwise change, or affect the specification.

1.11 PROPOSER RESPONSIBILITY

It is the responsibility of each proposer before submitting a proposal:

1. To examine thoroughly the specification documents and other related data identified in the proposal documents, to visit the site to become familiar with and satisfy proposer as to the general, local, and site conditions that may affect cost, progress, performance, etc.
2. To consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishing of the work.
3. To study and carefully correlate proposer's knowledge and observations with the contract documents and such other related data.
4. To promptly notify the City's Purchasing Manager of all conflicts, errors, ambiguities, or discrepancies which proposer has discovered in or between the contract documents and such other related documents.

1.12 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS

A prospective bidder must demonstrate and meet the following requirements:

1. Have adequate financial resources or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance
4. Have a record of integrity and ethics; and
5. Be qualified and eligible, as determined by the City, to receive an award.

1.13 ASSIGNMENT

The successful bidder shall not sell, assign, transfer or convey the contract in whole or in part, without the prior written consent of the City.

SECTION 2: SPECIFICATION / SCOPE OF WORK

The City of Celina is seeking bids to establish an annual contract with four (4) optional one (1) year renewal periods with a single vendor for Electrical Services. These services include service to all City facilities for unscheduled maintenance and repair/service calls. This agreement will contain a fixed pricing structure (per the bid sheet) for the term of the agreement.

The City requests a four (4) hour response time or less to assess and begin necessary corrections and repairs. If the vendor is not able to respond within the time constraint, the City will contact another vendor.

Subcontracting of services is not allowed. All work must be performed by the awarded company employees only.

A. General Electrical Services

Under General Electrical Services, the City of Celina has facilities located at various locations throughout the City totaling approximately XX square feet of maintained space. This space consists of office space (such as City Hall, Fire Stations) and shop/warehouse space. This will increase during the term of the contract as new buildings are constructed.

The Facilities Manager or designated City staff will contact awarded vendor as needed to assist staff in the installation, maintenance and repair of building lighting and electrical systems, as well as new service or project requests. The voltage at these buildings range from 120 volts to 240 volts single phase, 120 volts to 208 volts three phase, and 277 volts to 480 volts three phase.

B. Parks Electrical Services

Parks electrical services includes pricing for lamp and ballast replacement for field lighting at City Parks. Light poles range from 60ft to 80ft high. The City parks lighting is 1500W Metal Halide lamps. Pricing offered may be based on a minimum of fifteen (15) lamp replacements. Ballasts should be same as or equal to HID core and coil ballast 1500W Metal Halide. The City must authorize all ballast replacements before they occur.

The City of Celina has facilities located at various locations throughout the City of Celina that could require electrical work. This may increase or decrease over the duration of the contract as new buildings are constructed. The city may also request work be done at other location for individual project. Below is a listing of the current sites:

Building Name	Location
City Hall	142 N. Ohio
Annex Building	112 N Colorado
Police & Fire Admin	104 N Colorado
EDC/Parks Admin	302 W. Walnut
Library	142 N. Ohio
Fire Station 1	1413 S. Preston Road
Fire Station 2	1805 Light Farms Way
Public Works	10165 CR 106
Old Celina Park	12670 W. FM 428
WWTP	700 N. Florida
Down Town Pump Station	107 E. Elm

Celina Road Pump Station	17099 Celina Road
Police Department	110 N. Colorado
Senior Center	140 N Ohio
Chalk Hill Lift Station	1002 Roundtree Ct
Old Celina Park Lift Station	12670 FM 428
Park Side Lift Station	1201 W. Sunset Blvd
Winn Street Lift Station	418 Winn Street
Willock Hills	131 Hillside Drive
Shawnee Lift Station #1	106 Shawnee Trail
Shawnee Lift Station #2	125 Shawnee Trail
High Point Lift Station	4800 Lake Drive
Frontier Lift Station	2071 E Frontier Parkway
Tractor Supply Lift Station	600 S Oklahoma Drive
Coit Elevated Water Tower	4299 County Road 88
Light Farms Elevated Water Tower	1803 Light Farms Way
Public Works Arch Building	10215 County Road 106

The Facilities Manager or designee will contact a vendor to assist staff in the installation, maintenance and repair of building electrical systems and as necessary.

Licensing and Certifications

Vendors shall provide copies of the following licenses and certifications with their bids: All journeyman electricians must be proficient in all phases of repairs to building lighting systems and electric distribution system.

1. Copy of Texas Electrical Contractor License.
2. Copy of Electrical licenses of each electrician that will work on City of Celina equipment (if any changes and/or electricians added after beginning of agreement, same information, **MUST** be submitted to the Contract Manager).
3. Before being awarded an agreement, the recommended bidder may be requested to submit such evidence as may be required to establish their financial responsibility, experience, and possession of such equipment and tools as may be needed to prosecute all work in an expeditious, safe and satisfactory manner.

References

All vendors should include with their submittal, a list of five (5) references to include company name, address, phone number, email, and contact person. Three (3) of the references should be continuous service customers for at least two (2) years.

Purchase Orders/Work Authorization

A purchase order will be issued for miscellaneous work. Work exceeding \$3000 will receive a separate purchase order.

On any repair projects with an anticipated cost of \$3,000.00 or more, vendor must contact Facility Services Manager to obtain approval prior to beginning work. The City reserves the right to prepare a scope of work and require a proposal with complete breakdown of material and labor costs. The City has the right, as its option, to supply all or part of the materials or equipment on any project. All work must meet, as a minimum, all City of Celina and State of Texas building codes.

All work must meet building codes and be permitted and inspected as required by the City of Celina Building Inspections Department.

All invoices must reference the City of Celina’s Purchase Order number, department name, job site location, the city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. Invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), a listing of the parts and mark-up on parts should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be submitted electronically to accountspayable@Celina-TX.gov.

Insurance Requirements

The City of Celina’s insurance requirements are attached as Exhibit 2. Upon notification of award, successful vendors will be required to provide a certificate of insurance meeting these requirements. The completed certificate of insurance **does not** have to be supplied with the bid.

Service Calls

Labor time will begin upon arrival at a job site. The normal cost of a service call will be permitted as part of the call-out charge. **There will be no travel costs.** Any trip or travel charge should be included with the service call fee in the “Service Charge”.

Special Circumstances

Service calls to the Police Station/Holding Facility must be escorted by City employees. Service calls inside the Holding Cell area must be escorted by authorized Police personnel. Any additional special circumstances that arise under this agreement will be communicated between the vendor and the Contract Manager.

SECTION 3: EVALUATION

3.1 AWARD

The City intends to make an award using the best value evaluation criteria listed below.

3.2 SUBSTANTIVE PROPOSALS

The respondent, by submitting a response, certifies the following:

- a. that his bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation;
- b. that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid;
- c. that he has not solicited or induced any other person, firm, or corporation from proposing; and
- (d) that he has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Celina.

3.3 Submittals will be scored as follows:

A.	Price	60 Points
B.	Reference	30 Points
C.	Past Experience with the City	05 Points
D.	Sample Invoice	05 Points

SECTION 4: SUBMITTAL PROCEDURES

4.1 SUBMISSION REQUIREMENTS

The City of Celina uses an electronic procurement system to deliver and accept bids/proposals. The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment. Your cooperation is appreciated. Email or Fax submissions will not be accepted.

4.2 DUE DATE AND TIME

Bids must be received prior to the due date and time. Late responses will NOT be accepted.

4.2 LATE BIDS

Bids will NOT be accepted after the date and time listed. The City of Celina uses the time listed in eProcurement system. The City is not responsible for lateness of mail, carriers, internet connectivity, website issues, etc.

4.3 BID SUBMITTALS

Bids shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Bids may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

4.3 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City at any time within 90 days from the close date.

- a) **Electronic Submission** – Electronic submission is quick and easy. Simply visit the website at www.celina-tx.gov/bids and complete the following tasks.
 - i) Log in
 - ii) Attachments - Download specifications and all required forms.
 - iii) Attributes – Answer any questions listed.
 - iv) Response Attachments - Upload completed required forms. Max size 100 MB.
 - v) Line Items – Enter Unit Pricing, if required.
 - vi) Response Submission – Complete the required information and electronically sign and submit the response.
- b) **Help/Assistance with electronic submission.**
 - i) Contact Purchasing at 469-813-4194 or purchasing@celina-tx.gov.
 - ii) Click the HELP link after log in on the top right of your screen.

SECTION 5: BID OPENINGS

Join Zoom Meeting

<https://us02web.zoom.us/j/8472382137?pwd=WWVtNFRvWDdNYWpTdmNWR2dWTFRYQT09>

Meeting ID: 847 238 2137

Passcode: 590534

One tap mobile

+13462487799,,8472382137#,,,,*590534# US (Houston)

+16699009128,,8472382137#,,,,*590534# US (San Jose)

Dial by your location

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

Due to the COVID pandemic there are no in person bid openings.



2021-0062
Trinity Lighting
Supplier Response

Event Information

Number: 2021-0062
Title: Electrical Services
Type: BID
Issue Date: 1/20/2021
Deadline: 2/8/2021 10:00 AM (CT)
Notes: The City of Celina is seeking bids to establish an annual contract for Electrical Services for City facilities for unscheduled maintenance and repair/service calls. This agreement will contain a fixed pricing structure (per the bid sheet) for the term of the agreement.

Contact Information

Contact: Dawn Berry
Address: Purchasing
City Hall
142 N. Ohio
Celina, TX 75009
Phone: (469) 813-4194
Email: dberry@celina-tx.gov

Trinity Lighting Information

Item 10.

Contact: Terry Bejcek
Address: 290 Baker Rd
Celina, TX 75009
Phone: (972) 346-2725
Fax: (972) 382-2627
Email: trinitylighting@aol.com

Undersigned affirms:

1. They have read and understand the requirements of this request;
2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal.
3. The proposal has not been prepared in collusion with any other proposer, and that the contents of the proposal as it relates to the pricing, terms or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Terry Bejcek

Signature

Submitted at 2/8/2021 9:37:47 AM

trinitylighting@aol.com

Email

Supplier Note

We have been providing electrical services and supplies to the City of Celina, Celina ISD, and other local municipalities and business for over 21yrs and have relationships w/several city employees and extensive knowledge of the electrical systems in most of the city buildings and properties from City hall, Main Street, water treatment facilities, maintenance facilities, Parks Dept, Fire Dept, ISD, etc. We focus primarily on commercial services and lighting upgrades/maint.. Construction, remodel work, and residential work can also be provided, but generally we focus on service work.

Requested Attachments

W9

Scan_0319.pdf

Download Form from the Attachments Tab;
Complete Form;
Upload Form Here

CIQ

CIQ.pdf

Download Form from the Attachments Tab
Complete Form
Upload Form Here

Response Attachments

Invoice.pdf

Invoice copy options

Bid Attributes

Item 10.

1 Bid Openings

Due to the COVID-19 outbreak, as a public health precautionary measure, Purchasing **will not** hold any public bid openings until further notice. Bid tabulations will be available for public view at by logging into the Celina eBid system or at www.celina-tx.gov/bids and selecting closed bid opportunities.

2 Bid Submittal

Due to the COVID-19 outbreak, as a public health precautionary measure, Purchasing is requesting **all responses be submitted electronically.**

3 Term of Contract

The contract is for one year (1) with the option to renew the agreement for up to four (4) additional one (1) year periods. Both parties must be in agreement. Either party must notify the other within sixty days of intent not to renew the contract. Certify in the field provided that you agree to this term.

Agree

4 Contact Person

List the designated contact person and their title.

Terry Bejcek - Manager

5 Contact Person Email

trinitylighting@aol.com

6 Contact Person Phone

(972) 346-2725

7 Reference 1

Include Company Name, Contact, service provided, email and phone #.

Weitzman Management - Teresa Martin senior manager / Electrical services, Lighting Retrofit/maint contracts/ upgrades/ repairs/ additions/ services/ supplies/ etc for apx (2) large Malls and (25) retail and high rise buildings / 214 954 0600 / tmartin@weitzmangroup.com

Trinity Lighting and Electrical Services, LLC

Terry Bejcek

Electrical services and ONCOR service provider / lighting retrofit and lighting supplier

Trinitylighting@aol.com

972-346-2725 / 214-534-1481

8 Reference 2

Include Company Name, Contact, service provided, email and phone #.

City of Celina - Jay-(972) 382-2407 City Hall and several others, Parks-Cody Webb/Jeff David/Gary - electrical repair and services / (972) 658-3298 / cwebb@celina-tx.gov, Fire dept. Mike/Kieth - electrical repair and services / +1 (940) 391-7570 / (214) 585-8451 Maint. Martin Englebert - mengelbert@celina-tx.gov / 469-525-1978 , Water treatment (972) 439-2765/(972) 382-3176, Celina ISD - Electrical repair/upgrade/additions/retrofits / Mr Hemby / +1 (214) 926-2003 / Bill Elliott, Starla, several others, etc...

Other names/numbers provided upon request

9	Reference 3	<i>Item 10.</i>
	Include Company Name, Contact, service provided, email and phone #.	
<input type="text" value="Town of Prosper - (Parks) Matt Furr, David Gamblin, Austin Ferry / (972) 569-1064, (214) 326-6170, Matt_Furr@prospertx.gov, Michael Bulla (project manager - buildings, etc) Michael_Bulla@prospertx.gov / 972.569.1099"/>		
<input type="text" value="Other Names and numbers provided if needed"/>		
<input type="text" value="Electrical services and supplies"/>		

10	Reference 4	
	Include Company Name, Contact, service provided, email and phone #.	
<input type="text" value="City of Gunter and Fire Dept - David Gallagher Fire Marshall/Chief -903-433-2222 / mailto:firechief@ci.gunter.tx.us"/>		
<input type="text" value="City of Gunter Parks/Projects/Counselman - Larry G. Peters / 817-228-0774 / ccpl1@ci.gunter.tx.us,"/>		
<input type="text" value="Electrical services and supplies"/>		

11	Reference 5	
	Include Company Name, Contact, service provided, email and phone #.	
<input type="text" value="Rock Strategic/Jack in The Box - apx (50) locations - Damien Harvey, Chris Aslam, Diego, etc. / Electrical repairs/upgrades/retrofits/additions/supplies/etc., 214) 448-8331, 972.240.5225, Damon@rockstrategic.com"/>		
<input type="text" value="Tender Smokehouse, Preston Trails, John Altus, Prospering Farms, Herron Real Estate, Razor Insurance, Papa Gallos, Willow House, Bobcat, Jimbo's, Celina Flowers, First Baptist, Lifeway, Collin County Land Co, Weitzman Group, Washington Prime, Retail Connection, The Adolphus, Lincoln Properties, and several others - contact names and many others locally."/>		
<input type="text" value="Irving Mall, Minol USA - Fort Hood, Fort Lewis/McChord Air-force Base, etc."/>		
<input type="text" value="numbers provided upon request"/>		
<input type="text" value="Electrical services and supplies"/>		

12	Principal Place of Business	
	Provide the company name, address of the principal place of business, phone number.	
<input type="text" value="Trinity Lighting and Electrical Services, LLC - 290 Baker Rd, Celina, TX 75009 - 972-346-2725"/>		

13	Insurance	
	By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract.	
<input type="text" value="I agree and will maintain the required insurance."/>		

14	Contract Termination	
	Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.	
<input type="text" value="No"/>		

15	Contract Default	
	Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City? If yes, please enclose details.	
<input type="text" value="No"/>		

1 6	Risk 1: Taxes - Local <div style="float: right; border: 1px solid black; padding: 2px;">Item 10.</div> <p>Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable? If no, please enclose details.</p> <p>Yes</p>
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1 7	Risk 2: Taxes - State/Federal <p>Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations? If No, please enclose details.</p> <p>Yes</p>
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1 8	Cooperative Agreement <p>Successful bidder agrees to extend prices to all entities that have entered into or will enter into an Interlocal Agreement with the City. As permitted under by Texas Government Code the successful bidder may be asked to provide products/services, based upon bid price, to any other entity with an executed Interlocal Agreement.</p> <p>The City maintains Interlocal Agreements with entities throughout the Dallas - Fort Worth area. Agreements may be viewed at www.celina-tx.gov/bids by selecting the contracts link.</p> <p>Agree</p>
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Bid Lines

1	<p>Electrical "Service Call" Normal Hours. One-time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee is charged.</p> <p>Cost per trip</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$25.00"/> Total: <input type="text" value="\$25.00"/></p> <p>Supplier Notes: <input type="text" value="Typically \$25 per ticket not per trip. If multiple trips required same job there are no extra trip fees"/></p>
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2	<p>Electrical "Service Call" Nights/Weekends/Holidays. One-time charge for call out to job site. This is not the cost for the first hour. This is if a separate service call fee is charged.</p> <p>cost / trip</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$25.00"/> Total: <input type="text" value="\$25.00"/></p> <p>Supplier Notes: <input type="text" value="\$25 per ticket after-hours or weekend. \$50 per trip Sunday's or Holidays"/></p>
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Item Attributes

1. Price Conditions/Fees

Please provide information regarding other pricing conditions, minimums, special fees, that will apply.

3 Electrical Maintenance & Repair, Regular Time, Journeyman Electrician

Item 10.

COST PER HOUR

Quantity: 1 UOM: HR Price: Total:

Supplier Notes: \$45/hr normally electrical Journeyman
\$55/hr electrical Aerial Journeyman
\$75/hr Electrical Master if required
\$75/hr

4 Electrical Maintenance & Repair, Overtime, Journeyman Electrician

COST PER HOUR

Quantity: 1 UOM: HR Price: Total:

Supplier Notes: 1.5 times standard rate for overtime/after-hours work if required. No Overtime or after-hours rate if deemed necessary by manager or agreed to for scheduled events as in the past.
2 times standard rate for work required Sunday or Holiday

5 Electrical Maintenance & Repair, Regular Time, Electrician Helper

COST PER HOUR

Quantity: 1 UOM: HR Price: Total:

Supplier Notes: Same options apply as noted above

6 Electrical Maintenance & Repair, Overtime, Electrician Helper

COST PER HOUR

Quantity: 1 UOM: HR Price: Total:

Supplier Notes: Same options apply typically 1.5 times standard rate or 2 times rate Sundays/Holidays unless previously agreed to or deemed necessary by manager

7 Bucket Truck or Spider Lift to reach up to 80ft. for light change outs

TIME STARTS ON JOB SITE

COST PER HOUR

Quantity: 1 UOM: HR Price: Total:

Supplier Notes: 60' or less crane work \$35.00/hr add to Aerial Journeyman rate
65'- 100' crane/lift work \$80.00/hr add to journeyman rate

8 Bucket Truck or Spider Lift to reach up to 80ft. for light change outs - OVERTIME

Item 10.

TIME STARTS ON JOB SITE

COST PER HOUR

Quantity: 1 UOM: HR Price: Total:

Supplier Notes:

9 Parts Mark up - Percentage Mark Up List Price for parts & materials

direct mark up-not margin

Quantity: 1 UOM: ea Price: Total:

Supplier Notes:

Item Attributes

1. Mark Up

Percentage should be your cost plus the percentage mark up. Copies of invoices documenting your cost must be submitted with invoices.

Response Total: \$337.65



ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering Services CIP

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services**

**Re: Contract Amendment No. 2 – Lower Pressure Plane (LPP) Pump Station
and LPP Water Line Phase 2**

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement, between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project for \$277,950.00.

Description of Agenda Item:

At the August 13, 2019, Town Council meeting, the Town Council approved a Professional Engineering Service Agreement with Freese and Nichols, Inc., in the amount of \$1,434,400 to design of the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project.

Contract Amendment No. 1 was approved on November 10, 2023, in the amount of \$22,400 to provide the services to conduct the filed investigation and provide a report to the Texas Historical Commission (THC) detailing the selected alignment of the pipeline as required under Section 106 of the National Historic Preservation Act and/or the Antiquities Code of Texas once the alignment was moved away from US 380.

Contract Amendment No. 2 consists of the design efforts associated with the relocation of the pipeline away from the original proposed US 380 alignment and the TxDOT widening project. These efforts were not addressed with Contract Amendment No. 1 since there were still some items that were not finalized at that time related to the added coordination and permitting requirements with the Collin County Soil and Water Conservation District (SWCD) and the Natural Resources Conservation Service (NRCS). Now that the pipeline alignment is to be along the northside of the NRCS dam, additional design efforts were required to address alignment and easement changes stemming from Prosper Independent School District (PISD) property and other property owners that arose during the negotiations and acquisitions phase for the easements. This amendment also includes additional construction services for the added efforts necessary to oversee the next phase of pipeline construction, which is a separate phase of the overall project from the pump station project that was originally anticipated to all be constructed concurrently.

Budget Impact:

The cost for Contract Amendment No. 2 is \$277,950.00. The original estimated budget for the design of the Lower Pressure Plane (LLP) Pump Station and LPP Water Line Phase 2 (Project Number 1501-WA) and the LPP Water Line Phase 2A (Project Number 1810-WA) was \$1,585,100. The total cost for the design, including Contract Amendments No. 1 and 2 is \$1,734,750. The additional funding of \$149,650 needed will be transferred to Account No. 760-6610-10-00-1501-WA from cost savings in the \$11,452,762 construction budget for LPP Water Line Phase 2A in Account No. 760-6610-10-00-1810-WA. Bids for the construction of the LPP Water Line Phase 2A project received on April 25, 2024, range from \$7,413,720 to \$12,717,475, and a contract will be awarded at the May 16, 2024, Town Council meeting.

Legal Obligations and Review:

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

Attached Documents:

1. Contract Amendment No. 2
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement, between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project for \$277,950.00.

Proposed Motion:

I move to authorize the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement, between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project for \$277,950.00.

**CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.
FOR THE LOWER PRESSURE PLANE PUMP STATION AND PIPELINE PHASE 2
PROJECT (1501-WA)**

This Contract Amendment for Professional Engineering Services, hereinafter called "Amendment," 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 **Freese and Nichols, Inc.**, a Texas corporation, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town previously engaged the services of the Consultant to provide engineering services in connection with the **Lower Pressure Plane Pump Station and Pipeline Phase 2 (1501-WA)**, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about August 13, 2019, in the amount of One Million Four Hundred Thirty Four Thousand Dollars (\$1,434,400), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to include easement acquisition services.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A2 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A, A1 and A2."

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of Two Hundred Seventy-Seven Thousand Nine Hundred Fifty Dollars (\$277,950) for the additional services as set forth and described in **Exhibit B2 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B, B1 and B2."

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting "One Million Four Hundred Thirty Four Thousand Four Hundred Dollars (\$1,434,400)" and replacing it with "One Million Seven Hundred Thirty-Four Thousand Seven Hundred Fifty Dollars (\$1,734,750)."

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

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

Freese and Nichols, Inc.

TOWN OF PROSPER, TEXAS

By: Clayton C Barnard
Signature

By: _____
Signature

Clayton Barnard
Printed Name

Mario Canizares
Printed Name

Principal/ Vice President
Title

Town Manager
Title

April 17, 2024
Date

Date

**EXHIBIT A2
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.,
FOR THE LOWER PRESSURE PLANE PUMP STATION AND PIPELINE PHASE 2
PROJECT (1501-WA)**

I. PROJECT DESCRIPTION

The initial alignment for the remaining section of the Lower Pressure Plane transmission line was proposed to head south from the pump station to US Hwy 380 and follow US Hwy 380 west to Coit Rd. This alignment was revised to head west out of the pump station across private property, along and within the buffer zone of the NRCS dam, to Lakewood Rd and then to follow future Richland Blvd to Coit Rd within a utility easement. The location of the alignment within the buffer zone of the dam requires coordination and permitting from the Collin County Soil Water Conservation District.

The revised alignment developed went through the design stages and progressed to a Final Design that was submitted on September 5, 2023. This alignment was complete with easement documents generated for the alignment. Following submittal of the prefinal plans, the majority of the alignment has been revised based on coordination with the property owners. The alignment within the Prosper ISD property no longer parallels Lakewood Rd, but now travels along the east and north property lines. The remaining sections to the east have all been adjusted to be placed within proposed right-of-way for Richland Blvd. This had required additional coordination with the existing infrastructure already in place and the proposed improvements within development. This amendment captures effort previously expended for alignment changes as well as effort to complete the design and update easement documents.

In addition to the pipeline design modification, additional effort is necessary to within the construction phase services based on the extended construction duration of the project. The initial scope provided construction phase services over an 18th month duration, Delays within equipment manufacturing within the pump station and the pipeline construction have extended the construction duration for an additional 12 months. The amendment captures the effort to continue construction phase services through the duration of construction.

II. TASK SUMMARY

BASIC SERVICES

Task 3 – Final Design - Transmission Pipeline (Phase 2)

Development of 90% and Final plans based on the revised alignment in accordance with the original Agreement. The revised plans will include the data collection and incorporation of the existing and proposed roadway and development along Richland Blvd. This effort includes the evaluation and coordination with property owners on the location of the easement and pipeline within the properties and proposed Richland Blvd.

Task 5 – Construction Phase Services

Provide additional construction representation as described in the Construction Phase services within the Agreement for an additional 12 months due to the construction schedule exceeding the contractual duration.

SPECIAL SERVICES

Task 7 – Easements Documents

Revisions to eight easement documents based on the revised alignment.

Task 9 – Environmental Services

Conduct a second site visit based on the revised alignment and update the Environmental Section 404 Permitting Memorandum based on the updated findings in the field.

III. DELIVERABLES

Task 3 – Final Design – Transmission Pipeline (Phase 2) Bid Set Plans and Specifications

Task 5 – Construction Phase Proposed Contract Modifications for requested changes and evaluation of proposals.

Task 7 – Easement Documents Revised easement documents.

Task 9 – Environmental Services Revised Environmental Permitting Memorandum

**EXHIBIT B2
COMPENSATION SCHEDULE**

**CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.,
FOR THE LOWER PRESSURE PLANE PUMP STATION AND PIPELINE PHASE 2
PROJECT (1501-WA)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	September 2023	
<u>Task 3 – Final Design – Transmission Pipeline (Phase 2)</u>	February 2024	\$174,600
<u>Task 5 – Construction Phase</u>	February 2025	\$89,200
<u>Task 7 – Easement Documents</u>	January 2024	\$6,900
<u>Task 9 – Environmental Services</u>	January 2024	\$7,250
Total Compensation		\$277,950

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
<u>Task 3 – Final Design – Transmission Pipeline (Phase 2)</u>	\$174,600
<u>Task 5 – Construction Phase</u>	\$89,200
Total Basic Services:	\$263,800

Special Services (Hourly Not-to-Exceed)	Amount
<u>Task 7 – Easement Documents</u>	\$6,900
<u>Task 9 – Environmental Services</u>	\$7,250
Total Special Services:	\$14,150

Direct Expenses	Amount
None	\$0,000
Total Direct Expenses:	\$0,000

Basic Services Compensation Schedule	Original Contract	Amendment No. 1	Amendment No. 2	Total Contract
Task 1 – Preliminary Design Report	\$151,200	-	-	\$151,200
Task 2 – Final Design - LPP PS	\$683,600	-	-	\$683,600
Task 3 – Final Design - Transmission Pipeline (Phase 2)	\$147,900	-	\$174,600	\$322,500
Task 4 – Bid Phase	\$46,900	-	-	\$46,900
Task 5 – Construction Phase	\$193,400	-	\$89,200	\$282,600
Total Basic Services	\$1,223,000	-	\$263,800	\$1,486,800

Special Services Compensation Schedule	Original Contract	Amendment No. 1	Amendment No. 2	Total Contract
Task 6 – Topographical Survey	\$94,700	-	-	\$94,700
Task 7 – Easement Documents	\$34,100	-	\$6,900	\$41,000
Task 8 – Subsurface Utility Engineering	\$20,300	-	-	\$20,300
Task 9 – Environmental Services	\$13,300	\$22,400	\$7,250	\$42,950
Task 10 – Geotechnical Engineering	\$49,000	-	-	\$49,000
Total Special Services	\$211,400	\$22,400	\$14,150	\$247,950

Total Compensation Schedule	Original Contract	Amendment No. 1	Amendment No. 2	Total Contract
	\$1,434,400	\$22,400	\$277,950	\$1,734,750

LOWER PRESSURE PLANE (LPP) PUMP STATION AND LPP WATER LINE PHASE 2





ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering Services CIP

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services**

**Re: Change Order No. 2
Lower Pressure Plane (LLP) Pump Station and LPP Water Line Phase 2
Town Council Meeting – April 30, 2024**

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon approving Change Order No. 2 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and Water Line Phase 2 project for \$93,758.99; and authorizing the Town Manager to execute Change Order No. 2 for same.

Description of Agenda Item:

Town Council authorized a construction contract with Archer Western Construction at the June 14, 2022, Town Council meeting in the amount of \$16,278,323. The project includes the construction of a new separate dedicated pump station to serve the Lower Pressure Plane and the installation of 2,060 LF of 42-inch water line from the proposed pump station extending to the west past the proposed Brookhollow multi-family development prior to the construction of that project. The remaining approximate 8,800 LF of 42-inch water line from the proposed Brookhollow development to connect the Lower Pressure Plane (LPP) Pump Station to the existing Lower Pressure Plane Water Line Phase 1 project at the intersection of Coit Road and Richland Boulevard, has been bid and is scheduled for the May 28, 2024, Town Council meeting for award.

Change Order No. 1, approved on January 10, 2023, added an additional \$114,915.00 to the contract to address the discharge pipeline alignment, additional tunnelling and casing pipe, adjustments to grade depth, and material changes. This change order changes the removable skylights and replaces them with permanent hatches, installs a fire line to the new LPP Pump Station with third party design and certification, installs a fire rated wall between the electrical room and pump room, and adds additional concrete paving for the existing pump station. This change order also adds an additional 160 calendar days to the contract due to supply issue delays for the delivery of the pump station generator. It is currently scheduled for delivered in the middle of November 2024. When the contractor completes construction and installation of all items except

the generator, the contract time will be suspended. Once delivery of the pump station generator is verified the contract time will be restarted.

Budget Impact:

The cost for Change Order No. 2 is \$93,758.99. The original estimated budget for the construction of the Lower Pressure Plane (LLP) Pump Station and LPP Water Line Phase 2 (Project Number 1501-WA) and the LPP Water Line Phase 2A (Project Number 1810-WA) was \$16,393,238. The total cost for the construction, including Change Orders No. 1 & 2 is \$16,486,996.99. The additional funding of \$93,758.99 needed will be transferred to Account No. 760-6610-10-00-1501-WA from cost savings in the \$11,452,762 construction budget for LPP Water Line Phase 2A in Account No. 760-6610-10-00-1810-WA. Bids for the construction of the LPP Water Line Phase 2A project received on April 25, 2024, range from \$7,413,720 to \$12,717,475, and a contract will be awarded at the May 16, 2024, Town Council meeting.

Legal Obligations and Review:

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

Attached Documents:

1. Change Order No. 2
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council approve Change Order No. 2 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project for \$93,758.99; and authorizing the Town Manager to execute Change Order No. 2 for same.

Proposed Motion:

I move to approve Change Order No. 2 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project for \$93,758.99; and authorize the Town Manager to execute Change Order No. 2 for same.

Change Order No. 02

Project Name: Lower Pressure Plane Pump Station and Water Line Phase 2	Grant No.: 08-79-05522	Prj. No.: 1501-WA
Contractor: Archer Western Construction	Bid No.: 2022-05-B	PO No.: 22298
Contract Start: 8/1/2022		

Description of Change:

This change order addresses changes related to changes for fire rating between the electrical room and pump room, changes to fire hydrant connections, changes to the HVAC opening in precast panel, a painting deduct, and changing skylights to Bilco Hatches.

Mod/ New	Item No.	Description	Unit	Prev	Quantity Chg	New	Unit Cost	Cost Change
Mod	16	Prepare Subgrade/Flexbase	SF	26,790	1,260	28,050	\$1.00	\$1,260.00
Mod	17	Fine Grade Roads	SF	26,790	1,260	28,050	\$2.00	\$2,520.00
Mod	18	F/R/P Paving	CY	575	27	602	\$275.00	\$7,425.00
Mod	21	Saw and Seal	SY	2,976	140	3,116	\$1.00	\$140.00
Mod	52	Supply Skylights	LS	1	-1	0	\$44,700.00	-\$44,700.00
Mod	55	Coatings	LS	1.00	-0.63	0.37	\$120,207.52	-\$75,335.21
Mod	102	D/L/B 8" Waterline from 42" Discharge Line to Pump Station	LF	81	597	678	\$230.00	\$137,310.00
Mod	103	D/L/B 1.5" Waterline from 8" to Pump Station	LF	64	-64.00	0.00	\$95.67	-\$6,122.88
New	CO 2.1	Demo Existing Conc Pavement Labor	LS	0.00	1.00	1.00	\$2,500.00	\$2,500.00
New	CO 2.2	Haul off Demo Pavement	LS	0.00	1.00	1.00	\$600.00	\$600.00
New	CO 2.3	Fire Rated Door	EA	0.00	1.00	1.00	\$2,180.00	\$2,180.00
New	CO 2.4	4" GV (For End Suction Header)	EA	0.00	1.00	1.00	\$2,212.00	\$2,212.00
New	CO 2.5	1.5" Standard Crushed Rock	TON	0.00	55.00	55.00	\$53.85	\$2,961.75
New	CO 2.6	Granular Material	TON	0.00	85.00	85.00	\$46.00	\$3,910.00
New	CO 2.7	1/4" Aluminum Plate	EA	0.00	2.00	2.00	\$659.00	\$1,318.00
New	CO 2.8	304 SS Adhesive Anchors	EA	0.00	26.00	26.00	\$10.37	\$269.62
New	CO 2.9	UV Resistant Gasket for Opening 4' X 4'	EA	0.00	1.00	1.00	\$218.92	\$218.92
New	CO 2.10	R 20.5 min Polyiso Rigin Insulation	EA	0.00	1.00	1.00	\$33.38	\$33.38
New	CO 2.11	Fire Safe and Seal Penetrations	LS	0.00	1.00	1.00	\$1,800.00	\$1,800.00
New	CO 2.12	Redesign of Fire Line	LS	0.00	1.00	1.00	\$1,500.00	\$1,500.00
New	CO 2.13	Bilco Roof Hatches	EA	0.00	6.00	6.00	\$7,970.00	\$47,820.00
New	CO 2.14	Freight Charge for Bilco Hatches	LS	0.00	1.00	1.00	\$2,100.00	\$2,100.00
New	CO 2.15	Additional Bonding & Insurance	LS	0.00	1.00	1.00	\$1,838.41	\$1,838.41
Cost Adjustment this Change:								\$93,758.99
Time Adjustment this Change:								160

0

Change Order No. 02

Project Name: Lower Pressure Plane Pump Station and Water Line_Phase 2	Grant No.: 08-79-05522	Prj. No.: 1501-WA
Contractor: Archer Western Construction	Bid No.: 2022-05-B	PO No.: 22298
Contract Start: 8/1/2022		

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change, whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change.

Original Contract Amount:	\$16,278,323.00
Previous Change Orders:	\$114,915.00
Current Change Order:	\$93,758.99
Revised Contract Amount:	\$16,486,996.99

Issued by
TOWN OF PROSPER

By _____
Signature Date

	Cal. Days
Original Contract Time:	610
Previous Change Orders:	0
Current Change Order:	160
Rev. Subst. Compl. Date: 9/9/2024	770

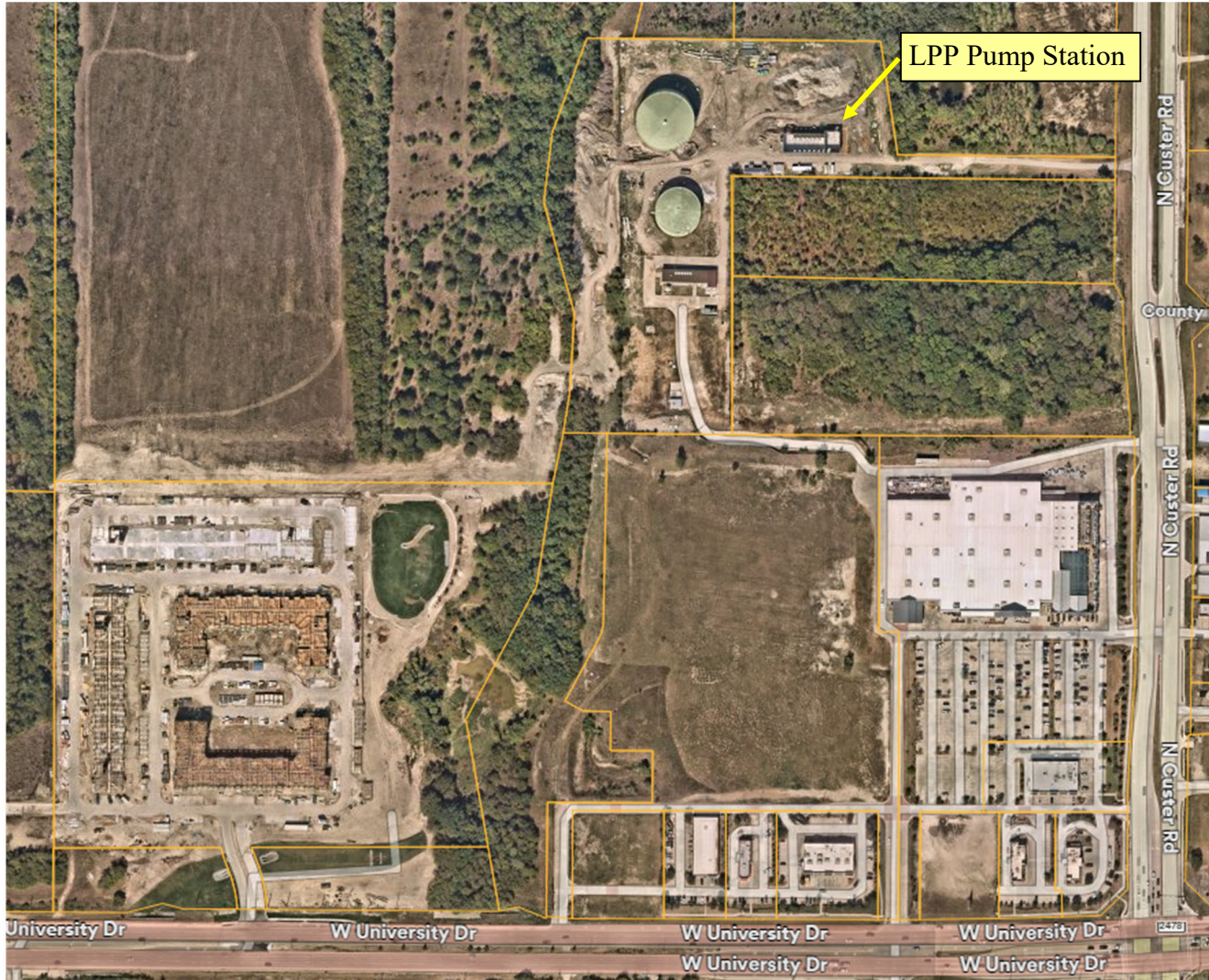
Accepted by
Archer Western Construction

By Frank Stein 4/17/2024
Signature Date

Final Completion Date:	10/9/2024
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LOCATION MAP

Lower Pressure Plane Pump Station and
LPP Water Line Phase 2





ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering Services CIP

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services**

**Re: Traffic Signal Conduit Relocation
DNT / First Street & Prosper Trail Intersections**

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to enter into an agreement with Mels Electric, LLC, related to relocating existing traffic signal conduits at DNT / First Street & Prosper Trail Intersections project for \$173,449.00; and authorizing the Town Manager to execute documents for same.

Description of Agenda Item:

The Town has been coordinating with NTTA for the extension of the DNT main lanes from the US 380 overpass north through the Town of Prosper, and currently has a water relocation project underway to remove conflicts between the Town's water distribution system and the proposed DNT underground storm sewer systems. On January 31, 2024, the Town was notified of additional conflicts with the existing traffic signal conduits and proposed drilled shafts for the overpasses at First Street and at Prosper Trail.

The proposed scope of work involves the relocation of approximately 1,500 linear feet of 3" conduit and communication conductors at both intersections. Since time is of the essence to resolve the conflicts and not impact the construction schedule for the expansion of the DNT main lanes project, the Engineering Department contacted the City of Garland to utilize their existing purchase order for "Traffic Signal Installations / Modernizations" from Mels Electric, LLC. The Town is able to utilize the City of Garland's purchase order with Mels Electric, LLC, under an existing Interlocal Agreement with the Collin County Governmental Purchase Forum. This not only allows the Town to save time, it has also allowed the Town to save approximately 15% in costs when compared to previous unit costs for new installation work.

The Town has previously used Mels Electric, LLC, on several Town projects with satisfactory results. Upon approval, they will mobilize to the construction site within 30 days and be complete with the relocations in 90 days from mobilization.

Budget Impact:

The cost for the construction of this project is \$173,449.00 and was unbudgeted, but in working with the Finance Department, the additional funding of \$173,449.00 needed will be transferred from construction cost savings in the Gee Road (Windsong Retail – First Street) project (Project Number 2011-ST), Account 750-6610-10-00-2011-ST to Account No. 750-6610-10-00-2409-TR. The construction cost savings includes a recent refund of \$145,801.18 from Atmos Energy related to final costs being less than anticipated for the lowering of the gas transmission line crossing Gee Road.

Legal Obligations and Review:

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

Attached Documents:

1. Proposal from Mels Electric, LLC
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council approve an agreement with Mels Electric, LLC, related to relocating existing traffic signal conduits at DNT / First Street & Prosper Trail Intersections project for \$173,449.00; and authorizing the Town Manager to execute documents for same.

Proposed Motion:

I move to authorize the Town Manager to execute an agreement with Mels Electric, LLC, related to relocating existing traffic signal conduits at DNT / First Street & Prosper Trail Intersections project for \$173,449.00; and authorizing the Town Manager to execute documents for same.



Fax

To: Estimating **From:** David R. Gonzales

Co: **Pages:** 2 (including cover sheet)

Fax: **Date:** ~~3-28-24~~ **4-9-24** **REVISED FOR BOND**

Re: DNT & Prosper Trail **CC:** File

DNT & First – Conduit Relocation

Prosper, Texas

Urgent for Review Please Comment Please Reply Please Recycle

Please see the attached proposal for the above referenced project.

Note: Manufactures will only "honor" their quotes for 30 days with or without a Purchase Order!

To honor the Manufactures quote, a purchase order must be issued within the 30-day window and released at that time, or we can ask for a new updated quote that will again only be honored for an additional 30 days (supply chain issues & raw materials cost increases).

Please call if you have any questions or require additional information.

Thanks,

David R. Gonzales

PROJECT:
 DNT & PROSPER TRAIL & DNT & FIRST
 SIGNAL CONDUIT & WIRING RELOCATION

DATE : 3-28-24
 VALID 30 DAYS

LOCATION:
 PROPSPER, TEXAS

		TOTAL			
			\$173,449.00		
Item	Description	Quan.	Unit Price	Per	* Extended Price *
1	DNT & PROSPER TRAIL - CONDUIT & WIRING RELOCATION SWITCHOVER w/ COP SIGNAL DEPT FOR PROPER WORKING ORDER	1.000	\$84,950.00	LS	\$84,950.00 *
2	DNT & FIRST STREET - CONDUIT & WIRING RELOCATION SWITCHOVER w/ COP SIGNAL DEPT FOR PROPER WORKING ORDER	1.000	\$84,950.00	LS	\$84,950.00 *
3	P&P BOND	1.000	\$3,549.00	*	\$3,549.00 *
RCVD ADDENDUM:					
NOTES: Bid quotation does NOT include:					
engineering, barricades, temp. power, tax, pavement markings,					
utility co. charges, removal & replacement of irrigation, landscape, dirt,					
asphalt, or concrete, riprap around poles, traffic control or equipment.					
TEMP. SIGNALS small roadside signs					
ANY NEW SIGNAL RELATED COMPONENTS / RADAR, CONTROLLER, ETC...					
		MATERIALS			\$85,922.12
		LABOR, OVERHEAD, PROFIT, ETC			\$87,526.88
				TOTAL BID PRICE	\$173,449.00

By: _____
 Signature

Mario Canizares
 Printed Name

Town Manager
 Title

 Date

PROJECT NAME:
GARLAND (TERM CONTRACT FOR TRAFFIC SIGNALS)

DATE : 12-12-22

LOCATION:
GARLAND, TEXAS

TOTAL \$1,681,490.50

Item	Description	Quan.	Unit Price	Per	* Extended Price *
133.0001	REMOVE VAIRABLE DEPTH CONCRETE 0 to 15 SY	50.00	\$475.00	SY	\$23,750.00 *
271.1000	BERNUDA SODDING (FERTILIER & SPRINKLING)	100.00	\$190.00	SY	\$19,000.00 *
271.2000	ST AUGUSTINE SODDING (FERTILIER & SPRINKLING)	50.00	\$190.00	SY	\$9,500.00 *
311.0401	4" THICK 3600 PSI SIDEWALK CLASS C 0 to 10 SY	50.00	\$720.00	SY	\$36,000.00 *
1101.0000	INSTALL BASE MTD CABINET	15.00	\$2,100.00	EA	\$31,500.00 *
1101.0001	INSTALL BASE MTD CABINET (1 CORNER)	4.00	\$525.00	EA	\$2,100.00 *
1101.0002	INSTALL BASE MTD CABINET (2 CORNERS)	4.00	\$1,050.00	EA	\$4,200.00 *
1101.0003	INSTALL BASE MTD CABINET (3 CORNERS)	4.00	\$1,575.00	EA	\$6,300.00 *
1110.0000	F & I CABINET FOUNDATION	15.00	\$3,785.00	EA	\$56,775.00 *
1111.0000	INSTALL PULL BOX	2.00	\$910.00	EA	\$1,820.00 *
1112.0000	F & I PULL BOX TY D	8.00	\$1,510.00	EA	\$12,080.00 *
1115.0000	F & I PULL BOX TY D (BREAK-IN)	20.00	\$1,600.00	EA	\$32,000.00 *
1116.0000	F & I PULL BOX TY D (REPLACE)	20.00	\$1,595.00	EA	\$31,900.00 *
1118.0000	F & I PULL BOX OVERSIZED 2'X3'X2'	2.00	\$2,100.00	EA	\$4,200.00 *
1119.0000	F & I COMMUNICATIONS VAULT	2.00	\$4,500.00	EA	\$9,000.00 *
1156.0000	CONDT (PVC)(SCHD 40)(1.5")	500.00	\$14.00	LF	\$7,000.00 *
1157.0000	CONDT (PVC)(SCHD 40)(1.5") BORED	100.00	\$22.00	LF	\$2,200.00 *
1160.0000	CONDT (PVC)(SCHD 40)(2")	1,000.00	\$16.10	LF	\$16,100.00 *
1162.0000	CONDT (PVC)(SCHD 40)(2") BORED	500.00	\$23.25	LF	\$11,625.00 *
1162.1000	CONDT (HDPE)(2") BORED	500.00	\$21.25	LF	\$10,625.00 *
1162.2000	2" RMC RISER	50.00	\$32.00	LF	\$1,600.00 *
1164.0000	CONDT (PVC)(SCHD 40)(3")	500.00	\$20.50	LF	\$10,250.00 *
1164.1000	3" RMC RISER	50.00	\$70.00	LF	\$3,500.00 *
1165.0000	CONDT (PVC)(SCHD 40)(4")	500.00	\$26.75	LF	\$13,375.00 *
1166.0000	CONDT (PVC)(SCHD 40)(3")(BORE)	250.00	2,972.77	LF	\$9,000.00 *\$107,020.00
1170.0000	CONDT (PVC)(SCHD 40)(4")(BORE)	1,000.00	\$41.20	LF	\$41,200.00 *
1170.1000	CONDT (HDPE)(4") BORED	500.00	\$21.30	LF	\$10,650.00 *
1171.0000	4" RMC RISER	50.00	\$95.00	LF	\$4,750.00 *
1220.0000	F & I FRAME IN LINE POLE	20.00	\$500.00	EA	\$10,000.00 *
1221.0000	F & I FRAME DEAD END POLE	10.00	\$560.00	EA	\$5,600.00 *
1222.0000	F & I FRAME DOUBLE DEAD END POLE	5.00	\$580.00	EA	\$2,900.00 *
1223.0000	F & I 3/8" STEEL MESSENGER CABLE	2,000.00	\$7.50	LF	\$15,000.00 *
1250.0000	F & I COMMUNICATION CABLE 12 PAIR (IN CONDUIT)	500.00	\$6.05	LF	\$3,025.00 *
1254.0000	F & I COMMUNICATION CABLE 12 PAIR (LASH)	2,000.00	\$7.85	LF	\$15,700.00 *
1261.0000	F & I CABLE SIAMESE #16/3 COAX	500.00	\$3.60	LF	\$1,800.00 *
1262.0000	F & I CABLE #16/3 CONDUCTOR	275.00	\$2.00	LF	\$550.00 *
1264.0000	F & I CABLE BELDEN #8281 COAX	275.00	\$2.10	LF	\$577.50 *
1266.0000	F & I CABLE COHU - CA297F	220.00	2,950	LF	\$1,188.00 *\$15,930.00
1267.0000	F & I CABLE #14/8 CONDUCTOR	500.00	\$4.25	LF	\$2,125.00 *
1268.0000	F & I CABLE #14/5 CONDUCTOR	1,000.00	\$3.20	LF	\$3,200.00 *
1269.0000	F & I CABLE #14/7 CONDUCTOR	1,000.00	\$4.10	LF	\$4,100.00 *
1271.0000	F & I CABLE #14/20 CONDUCTOR	4,000.00	2,950	LF	\$36,000.00 *\$26,550.00
1273.0000	F & I #6 POWER WIRE	5,000.00	2,950	LF	\$12,000.00 *\$7,080.00
1274.0000	F & I #4 POWER WIRE	500.00	\$3.80	LF	\$1,900.00 *
1277.0000	F & I 2 PAIR DETECTOR CABLE	5,000.00	2,950	LF	\$9,500.00 *\$5,605.00
1291.0000	F & I 3M OPTICOM CABLE	5,000.00	2,950	LF	\$10,500.00 *\$6,195.00
1301.0000	F & I 6' X 6' LOOP DETECTOR	20.00	\$550.00	EA	\$11,000.00 *
1304.0000	F & I 6' X 20' QUAD LOOP DETECTOR	20.00	\$1,125.00	EA	\$22,500.00 *
1305.0000	F & I 6' X 20' LOOP DETECTOR	20.00	\$895.00	EA	\$17,900.00 *
1325.0000	F & I POLE FOUNDATION TYPE A	2.00	\$5,100.00	EA	\$10,200.00 *
1326.0000	F & I POLE FOUNDATION TYPE B	2.00	\$5,680.00	EA	\$11,360.00 *
1327.0000	F & I POLE FOUNDATION TYPE 24A	12.00	\$290.00	LF	\$3,480.00 *
1328.0000	INSTALL 15' PED POLE AND FOUNDATION	2.00	\$2,430.00	EA	\$4,860.00 *
1328.1000	F & I 15' PED POLE AND FOUNDATION	4.00	\$3,240.00	EA	\$12,960.00 *
1330.0000	F & I POLE FOUNDATION TXDOT TYPE 30A	44.00	\$485.00	LF	\$21,340.00 *
1331.0000	F & I POLE FOUNDATION TXDOT TYPE 36A	104.00	\$585.00	LF	\$60,840.00 *
1335.0000	F & I POLE FOUNDATION TXDOT TYPE 48A	44.00	\$610.00	LF	\$26,840.00 *
1332.0000	INSTALL 19' POLE W/ 24' THRU 48' ARM	2.00	\$4,325.00	EA	\$8,650.00 *

1332.1000	F & I 19' POLE W/ 24' ARM	1.00	\$11,050.00	EA *	\$11,050.00	
1336.1000	F & I 19' POLE W/ 28' ARM	1.00	\$11,500.00	EA *	\$11,500.00	*
1339.1000	F & I 19' POLE W/ 32' ARM	2.00	\$13,075.00	EA *	\$26,150.00	*
1342.1000	F & I 19' POLE W/ 36' ARM	2.00	\$14,300.00	EA *	\$28,600.00	*
1345.1000	F & I 19' POLE W/ 40' ARM	2.00	\$15,200.00	EA *	\$30,400.00	*
1348.1000	F & I 19' POLE W/ 44' ARM	2.00	\$16,150.00	EA *	\$32,300.00	*
1351.1000	F & I 19' POLE W/ 48' ARM	4.00	\$17,800.00	EA *	\$71,200.00	*
1353.1000	F & I 19' POLE W/ 55' ARM	1.00	\$48,520.00	EA *	\$48,520.00	*
1354.1000	F & I 19' POLE W/ 60' ARM	1.00	\$49,150.00	EA *	\$49,150.00	*
1355.1000	F & I 19' POLE W/ 65' ARM	1.00	\$49,600.00	EA *	\$49,600.00	*
1362.0000	INSTALL 30' POLE W/ 24' THRU 48' ARM	1.00	\$4,695.00	EA *	\$4,695.00	*
1362.1000	F & I 30' POLE W/ 24' ARM	1.00	\$12,620.00	EA *	\$12,620.00	*
1363.1000	F & I 30' POLE W/ 28' ARM	1.00	\$13,080.00	EA *	\$13,080.00	*
1364.1000	F & I 30' POLE W/ 32' ARM	1.00	\$14,100.00	EA *	\$14,100.00	*
1365.1000	F & I 30' POLE W/ 36' ARM	1.00	\$15,400.00	EA *	\$15,400.00	*
1366.1000	F & I 30' POLE W/ 40' ARM	1.00	\$16,600.00	EA *	\$16,600.00	*
1367.1000	F & I 30' POLE W/ 44' ARM	1.00	\$17,185.00	EA *	\$17,185.00	*
1368.1000	F & I 30' POLE W/ 48' ARM	1.00	\$18,900.00	EA *	\$18,900.00	*
1369.1000	F & I 30' POLE W/ 55' ARM	1.00	\$51,150.00	EA *	\$51,150.00	*
1370.1000	F & I 30' POLE W/ 60' ARM	1.00	\$51,700.00	EA *	\$51,700.00	*
1371.1000	F & I 30' POLE W/ 65' ARM	1.00	\$52,010.00	EA *	\$52,010.00	*
1390.0000	INSTALL 35' WOOD POLE	2.00	\$1,820.00	EA *	\$3,640.00	*
1390.1000	F & I 35' WOOD POLE	2.00	\$2,370.00	EA *	\$4,740.00	*
1398.0000	INSTALL STREET LIGHT ARM & FIXTURE	4.00	\$250.00	EA *	\$1,000.00	*
1398.1000	F & I STREET LIGHT ARM & FIXTURE	2.00	\$1,150.00	EA *	\$2,300.00	*
1401.0000	INSTALL SIGNAL HEAD , 3 SECTION	8.00	\$365.00	EA *	\$2,920.00	*
1404.1000	F & I SIGNAL HEAD, 3 SECTION ALUM W/LED'S	24.00	\$1,300.00	EA *	\$31,200.00	*
1404.2000	F & I SIGNAL HEAD, 3 SECTION ALUM W/LED'S W/ REFLECTICE T	16.00	\$1,320.00	EA *	\$21,120.00	*
1403.0000	INSTALL SIGNAL HEAD, 4 SECTION	1.00	\$435.00	EA *	\$435.00	*
1403.1000	F & I SIGNAL HEAD, 4 SECTION ALUM W/LED'S	1.00	\$1,590.00	EA *	\$1,590.00	*
1403.2000	F & I SIGNAL HEAD, 4 SECTION ALUM W/LED'S W/ REFLECTICE T	1.00	\$1,610.00	EA *	\$1,610.00	*
1404.0000	INSTALL SIGNAL HEAD, 5 SECTION	8.00	\$470.00	EA *	\$3,760.00	*
1404.1000	F & I SIGNAL HEAD, 5 SECTION ALUM W/LED'S	8.00	\$1,950.00	EA *	\$15,600.00	*
1404.2000	F & I SIGNAL HEAD, 5 SECTION ALUM W/LED'S W/ REFLECTICE T	8.00	\$1,970.00	EA *	\$15,760.00	*
1407.0000	INSTALL PED, PUSH BUTTON & SIGN	24.00	\$230.00	EA *	\$5,520.00	*
1410.0000	INSTALL PED SIGNAL HEAD	8.00	\$400.00	EA *	\$3,200.00	*
1410.1000	F & I PED SIGNAL HEAD W/COUNTDOWN LED	24.00	\$1,100.00	EA *	\$26,400.00	*
1454.0000	INSTALL OPTI-COM DETECTOR	10.00	\$275.00	EA *	\$2,750.00	*
1454.1000	F & I OPTI-COM DETECTOR	10.00	\$2,495.00	EA *	\$24,950.00	*
1461.0000	INSTALL MICROWAVE DETECTOR	2.00	\$275.00	EA *	\$550.00	*
1463.0000	INSTALL VIVDS CAMERA, MT TO POLE/ARM	4.00	\$435.00	EA *	\$1,740.00	*
1501.0000	REMOVE & SALVAGE SIGNAL/PED HEAD	48.00	\$140.00	EA *	\$6,720.00	*
1504.0000	REMOVE SIGNAL MAST ARM/POLE	8.00	\$2,390.00	EA *	\$19,120.00	*
1508.0000	REMOVE CABINET/POLE FND	10.00	\$510.00	EA *	\$5,100.00	*
1508.0000	REMOVE/SALVAGE EXISTING CABINET	2.00	\$450.00	EA *	\$900.00	*
1510.0000	REMOVE STANDARD BASE/POLE ASSEMBLY	8.00	\$780.00	EA *	\$6,240.00	*
1511.0000	REMOVE WOOD POLE	4.00	\$570.00	EA *	\$2,280.00	*
1513.0000	REMOVE SPAN WIRE W/CABLE & SIGNS	4.00	\$1,030.00	EA *	\$4,120.00	*
1702.0000	INSTALL SIGNS/MAST ARM MOUNT	40.00	\$280.00	EA *	\$11,200.00	*
1900.0000	TRAFFIC CONTROL SIGNING & BARRICADES / LOCATION	20.00	\$1,550.00	EA *	\$31,000.00	*
1908.0000	REMOVE POST & FND OF TRAFFIC SIGN	10.00	\$340.00	EA *	\$3,400.00	*
1909.0000	REMOVE STREET & TRAFFIC SIGN PANELS	16.00	\$160.00	EA *	\$2,560.00	*
2100.0000	MINIMUM MOBILIZATION FEE	8.00	\$1,520.00	EA *	\$12,160.00	*\$1,520.00
2101.0000	EMERGENCY MOBILIZATION FEE	4.00	\$2,600.00	EA *	\$10,400.00	*

MATERIALS \$919,507.96
 LABOR, OVERHEAD, PROFIT, ETC \$761,982.54

TOTAL BID PRICE \$1,681,490.50

Estimated Price \$169,900.00
 P&P Bond Price \$3,549.00
 Estimated Total \$173,449.00

LOCATION MAP

Traffic Signal Conduit Relocation DNT at
First Street & Prosper Trail Intersections





PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Site Plan for HEB

Town Council Meeting – April 30, 2024

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

Agenda Item:

Consider and act upon a request for a Site Plan a Big Box, Gas Pumps, and a Car Wash on Frontier Retail Center, Block A, Lot 6, on 16.9± acres, located on the south side of Frontier Parkway and 250± feet east of Dallas Parkway. (DEVAPP-23-0182)

Future Land Use Plan:

The Future Land Use Plan designates this area as the Dallas North Tollway District.

Zoning:

The property is zoned Planned Development-69 (Retail).

Conformance:

The Site Plan conforms to the development standards of Planned Development-69 and must be approved by the Town Council under the conditions of the planned development.

Description of Agenda Item:

The Site Plan consists of a 133,373 square foot Big Box. Along Frontier Parkway, there will be gas pumps with an associated kiosk and a car wash totaling 1,139 square feet. This Site Plan is in conformance with the Preliminary Site Plan (D22-0098), which was approved at the Planning & Zoning Commission meeting on June 6, 2023.

Access:

Access is provided from Dallas Parkway and Frontier Parkway. Connectivity will be provided to a future collector street being constructed along the east side of the property. Cross access is provided throughout the overall commercial development.

Landscaping, Open Space, and Screening:

The proposed development complies with all landscaping, open space, and screening requirements.

Companion Item:

As a companion item, the Facade Plan (DEVAPP-23-0180) is on this Town Council agenda.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attachments:

1. Location Map
2. Site Plan
3. Approved Preliminary Site Plan (D22-0098)

Town Staff Recommendation:

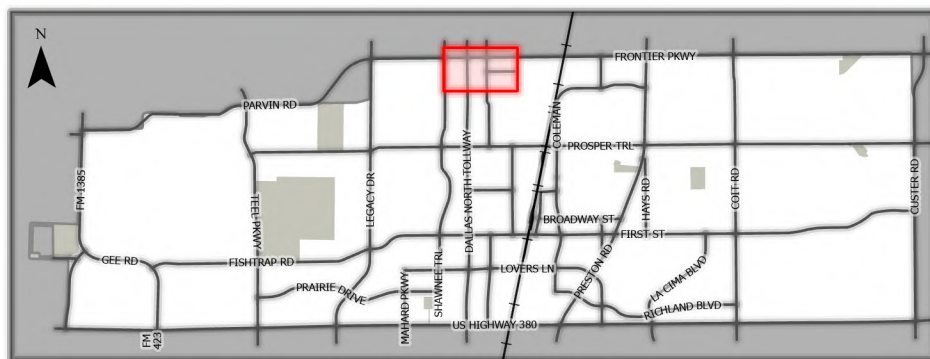
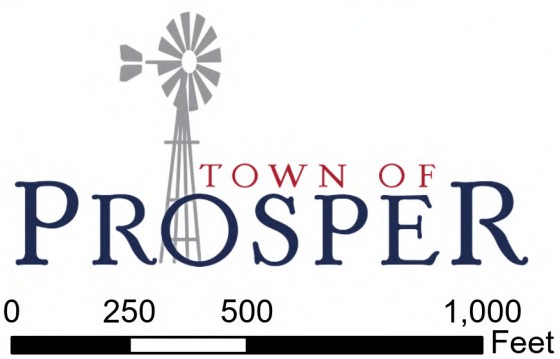
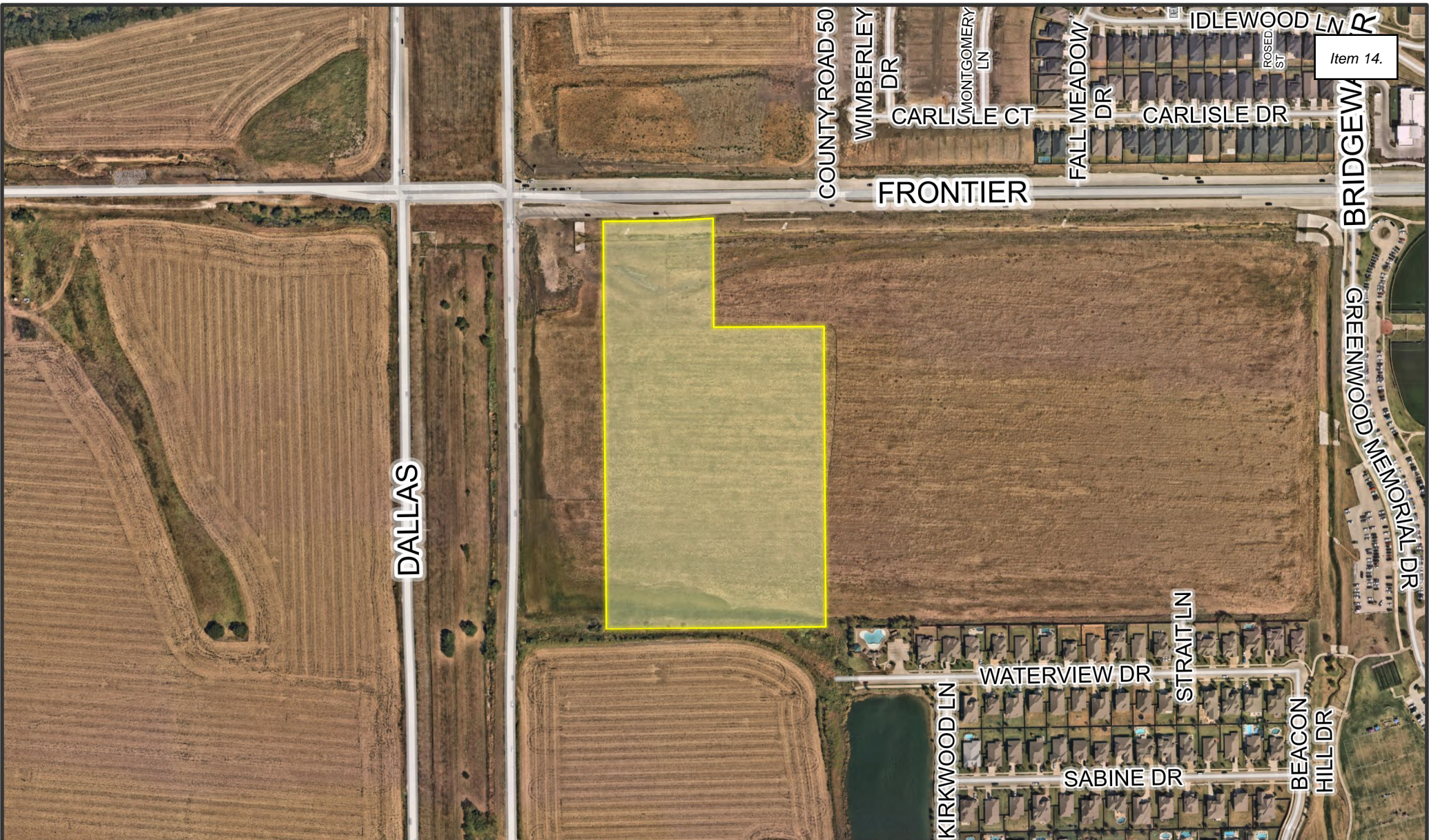
Town Staff recommends approval of the Site Plan.

Planning & Zoning Recommendation:

The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 7-0 at their meeting on April 23, 2024.

Proposed Motion:

I move to approve/deny a request for a Site Plan a Big Box, Gas Pumps, and a Car Wash on Frontier Retail Center, Block A, Lot 6, on 16.9± acres, located on the south side of Frontier Parkway and 250± feet east of Dallas Parkway.



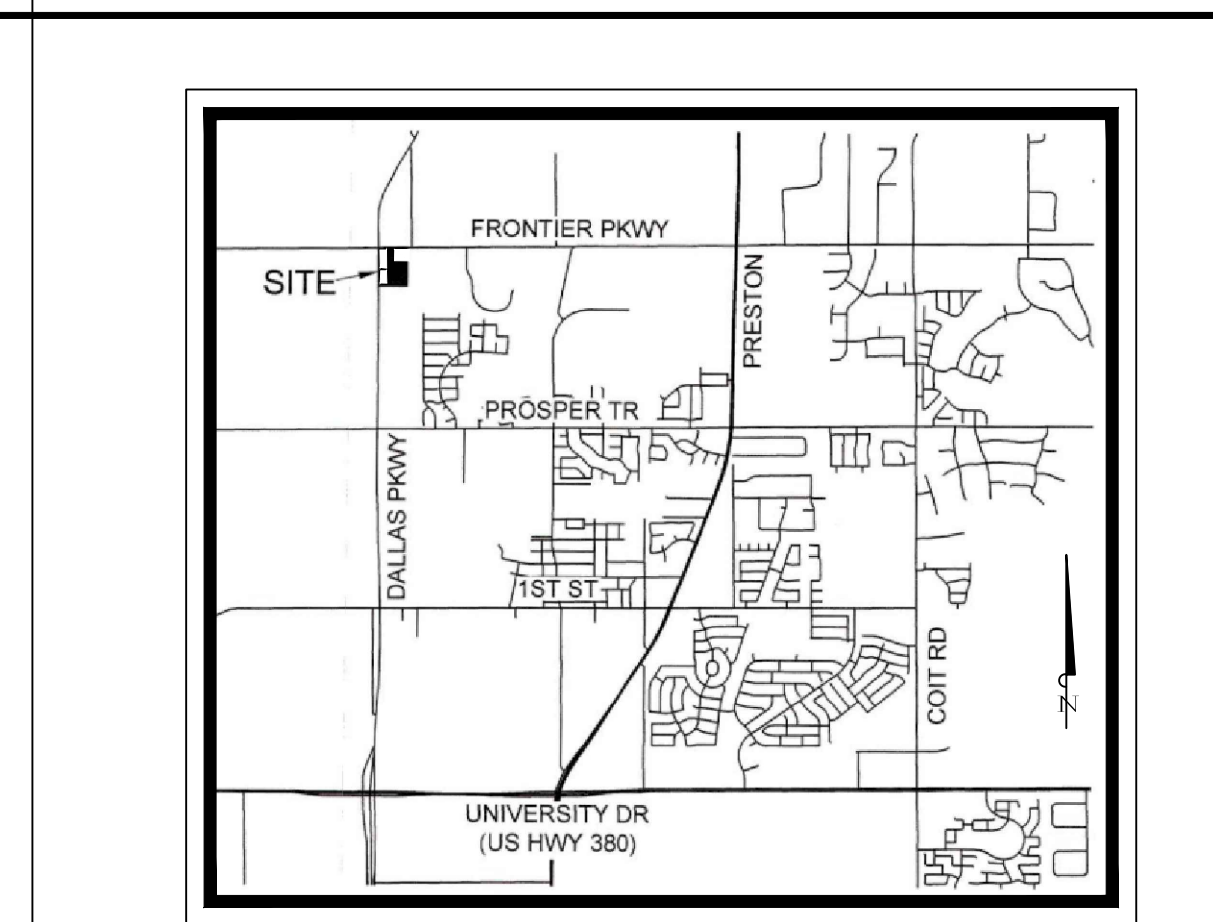
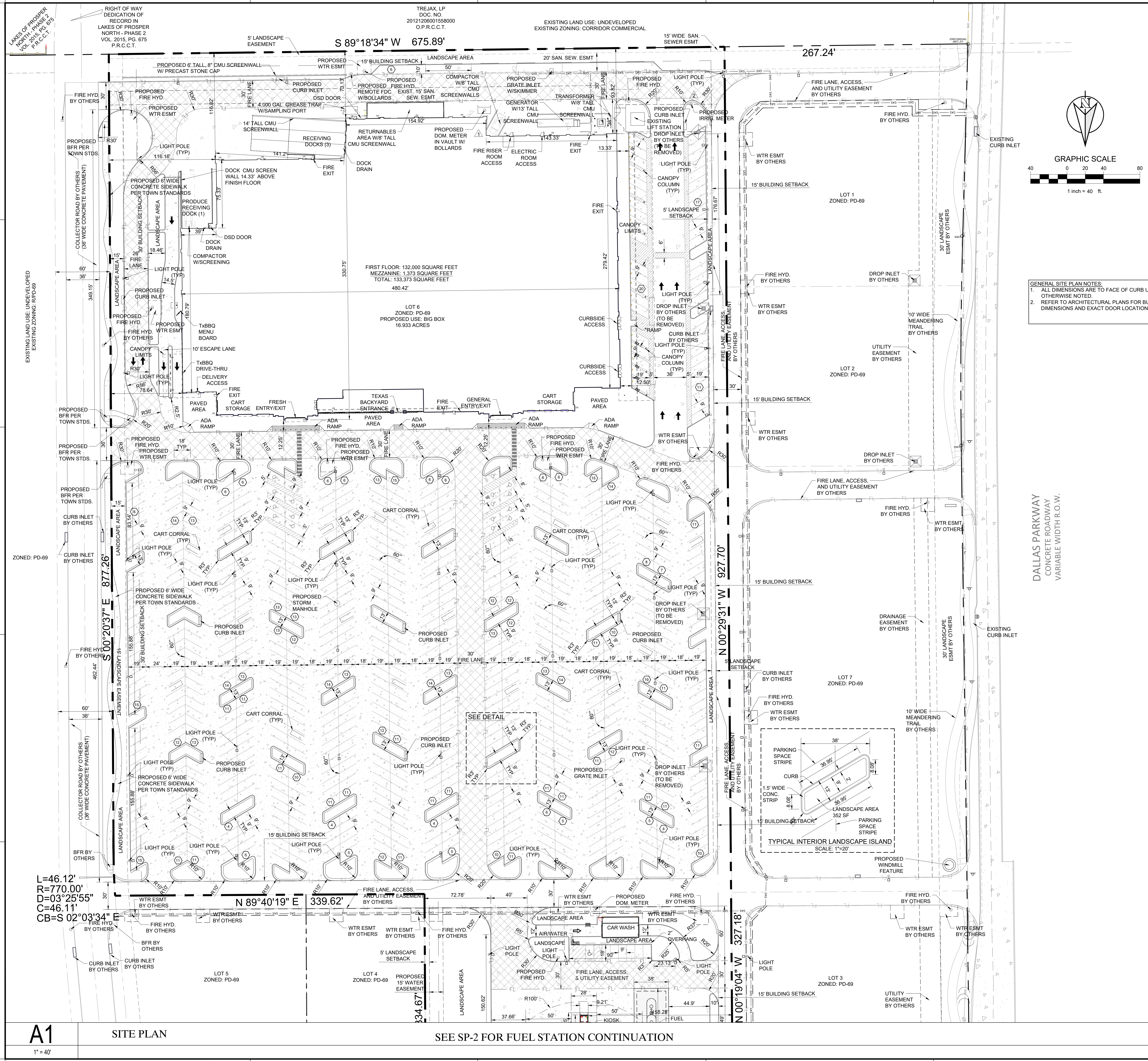
DEVAPP-23-0182

H-E-B

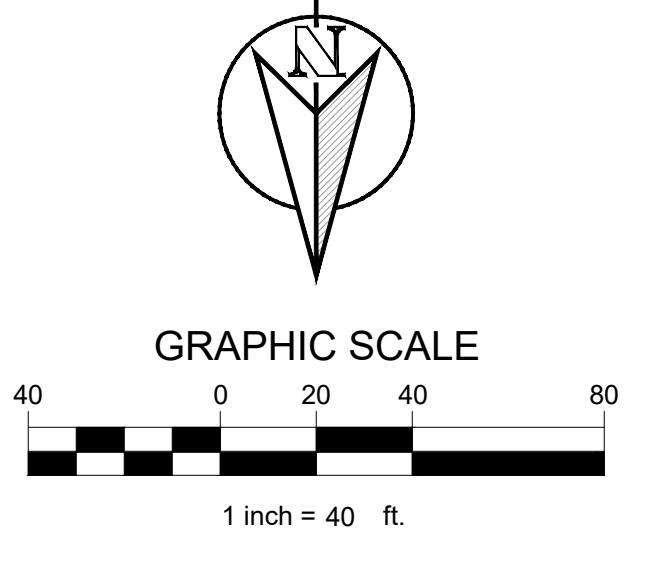
Site Plan

Page 212

This map for illustration purposes only



E6 VICINITY MAP
NOT TO SCALE



LEGEND

	5' THICK REINFORCED CONCRETE PAVEMENT FOR PARKING
	7' THICK REINFORCED CONCRETE PAVEMENT FOR FIRE LANE/TRUCK DELIVERY
	PROPOSED FIRE LANE
	PROPERTY LINE
	EASEMENT LINE
	PARKING COUNT

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

LEGEND

	5' THICK REINFORCED CONCRETE PAVEMENT FOR PARKING
	7' THICK REINFORCED CONCRETE PAVEMENT FOR FIRE LANE/TRUCK DELIVERY
	PROPOSED FIRE LANE
	PROPERTY LINE
	EASEMENT LINE
	PARKING COUNT

SEE SP-2 FOR TOWN SITE PLAN NOTES, WATER METER TABLE, AND SITE DATA TABLE

PREPARATION DATE: 4/18/2024	
SITE PLAN	
DEVAPP-23-0182	
FRONTIER RETAIL CENTER BLOCK A, LOT 6 16.933 ACRES	
TOWN OF PROSPER, COLLIN COUNTY, TEXAS	
OWNER:	
H.E.B. LP 643 S. MAIN STREET SAN ANTONIO, TEXAS 75002 TX 75097 PH: 210.538.9000	CONTACT NAME: JOHN ROSE
APPLICANT:	
CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE, SUITE #406 BEDFORD, TX 76021 PH: 817.281.0572	CONTACT NAME: DREW DONOSKY, PE
SURVEYOR:	
EAGLE SURVEYING, LLC 210 SOUTH ELM STREET, SUITE 104 TX 75097 PH: 940.222.3009	CONTACT NAME: MASON DECKER
LEGAL DESCRIPTION:	
BEING ALL OF LOT 6, BLOCK A, FRONTIER RETAIL CENTER RECORDED IN 2024010000070, O.P.C.C.T., SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, SECTION NO. 12, ABSTRACT NO. 147, ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS	
CITY: TOWN OF PROSPER	STATE: TEXAS
COUNTY: COLLIN	SURVEY: COLLIN COUNTY SCHOOL LAND SURVEY, SECTION NO. 12
ABSTRACT NO: 147	

Item 14.

12.18.2023

12.18.2024

STATE OF TEXAS
DREW DONOSKY
12565
REGISTERED PROFESSIONAL SURVEYOR
4/18/2024

TEXAS REGISTRATION #1199

CLAYMOORE ENGINEERING
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572

H.E.B.

SITE PLAN

H.E.B. PROSPER - CORP # 809
BEING LOT 6, BLOCK A, 16.933 ACRES OUT OF COLLIN COUNTY SCHOOL LAND SURVEY, SECTION NO. 12, ABSTRACT NO. 147
TOWN OF PROSPER, TEXAS

SCALE: AS NOTED
CONSUL. PROJ. NO.: 2023-123
DATE: 4/18/24
SHEET NO.: SP-1

Page 213

PLOTTED BY: DAN CASALERO
 PLOT DATE: 4/18/2024 2:20 PM
 LOCATION: Z:\PROJECTS\PROJECTS\2022-023-HEB PROSPER\CADD\SHEETS\H-E-B SHEETS\BUILDING PLANS\C-1.0 SITE PLANDWG
 LAST SAVED: 4/18/2024 2:17 PM

A1 SITE PLAN

SEE SP-2 FOR FUEL STATION CONTINUATION

LINES OF PROSPER
 NORTH - PHASE 2
 VOL. 2015, PG. 675
 P.R.C.C.T.

TREJAX, LP
DOC. NO. 20121206001558000
O.P.R.C.C.T.

EXISTING LAND USE: UNDEVELOPED
EXISTING ZONING: CORRIDOR COMMERCIAL

S 89°18'34" W 675.89'

267.24'

L=46.12'
R=770.00'
D=03°25'55"
C=46.11'
CB=S 02°03'34" E

N 89°40'19" E 339.62'

N 00°29'31" W 927.70'

N 00°19'04" W 327.18'

LOT 5 ZONED: PD-69

LOT 4 ZONED: PD-69

LOT 3 ZONED: PD-69

LOT 7 ZONED: PD-69

LOT 2 ZONED: PD-69

LOT 1 ZONED: PD-69

FIRST FLOOR: 132,000 SQUARE FEET
MEZZANINE: 1,373 SQUARE FEET
TOTAL: 133,373 SQUARE FEET
480.42'

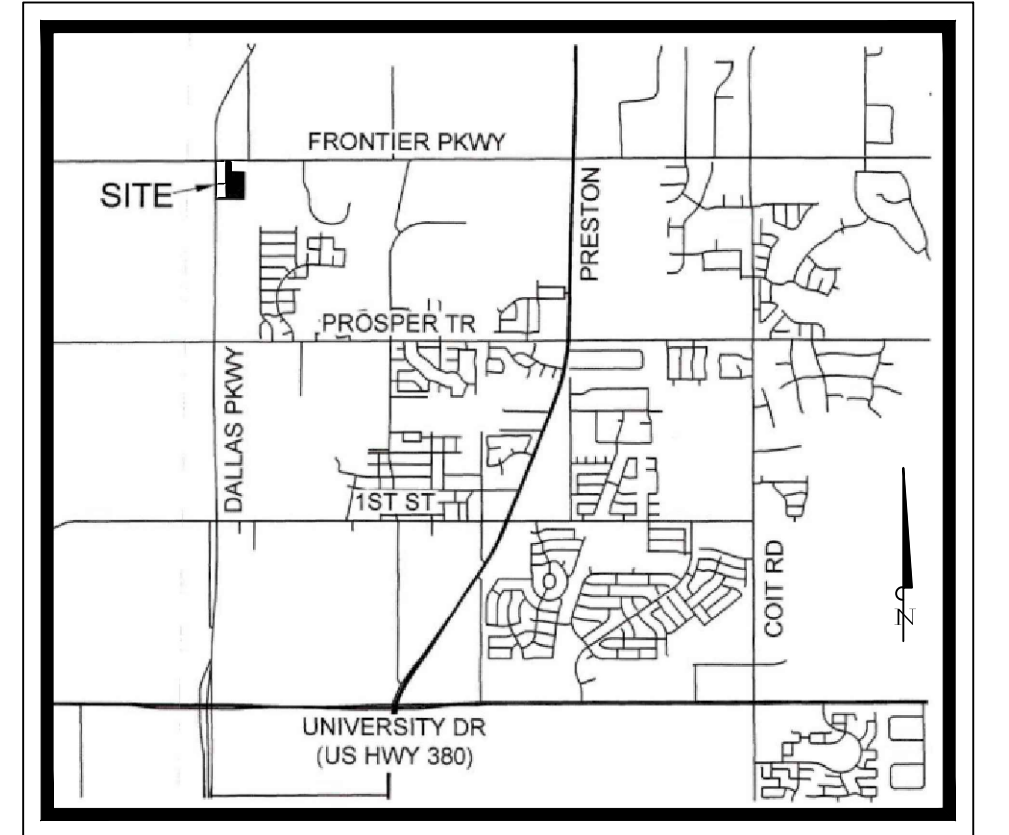
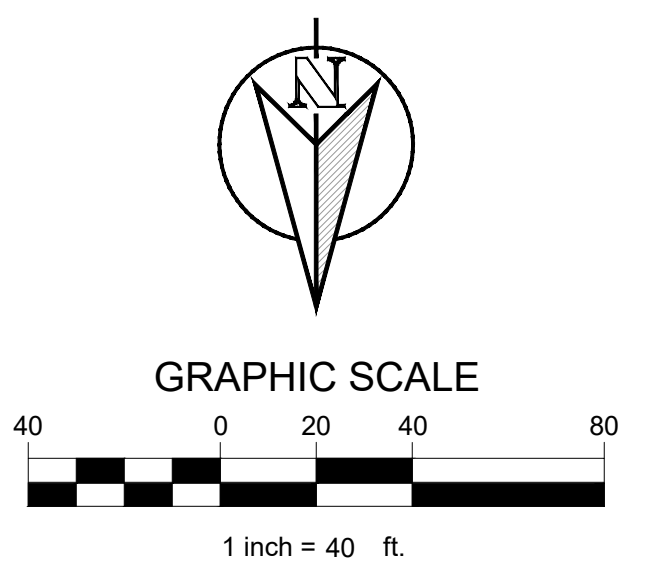
LOT 6 ZONED: PD-69
PROPOSED USE: BIG BOX
16.933 ACRES

SEE DETAIL

TYPICAL INTERIOR LANDSCAPE ISLAND
SCALE: 1"=20'

DALLAS PARKWAY
CONCRETE ROADWAY
VARIABLE WIDTH R.O.W.

SITE DATA SUMMARY																
LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BUILDING AREA (SQ. FT.)	BLDG. HGT. (FT.# ST.)	LOT COVERAGE		FLR AREA RATIO		PARKING		TOTAL IMPERVIOUS (SQ. FT.)	TOTAL PERVIOUS (SQ. FT.)		
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.			PROV.	
6	PD-69 RETAIL	BIGBOX	16.93	737,608	132,000 - 1ST FLR	34'-8" 2 STORY	50% MAX	17.9%	0.5:1 MAX	0.18:1	1 SPACE/ 250 SF (RETAIL)		534	835	17	17
		FUEL STATION CARWASH			203 KIOSK 916 CARWASH						1 SP/ 500 SF (CARWASH) OR 1 SP PER EMPL. WHICH EVER GREATER		5	7	1	1



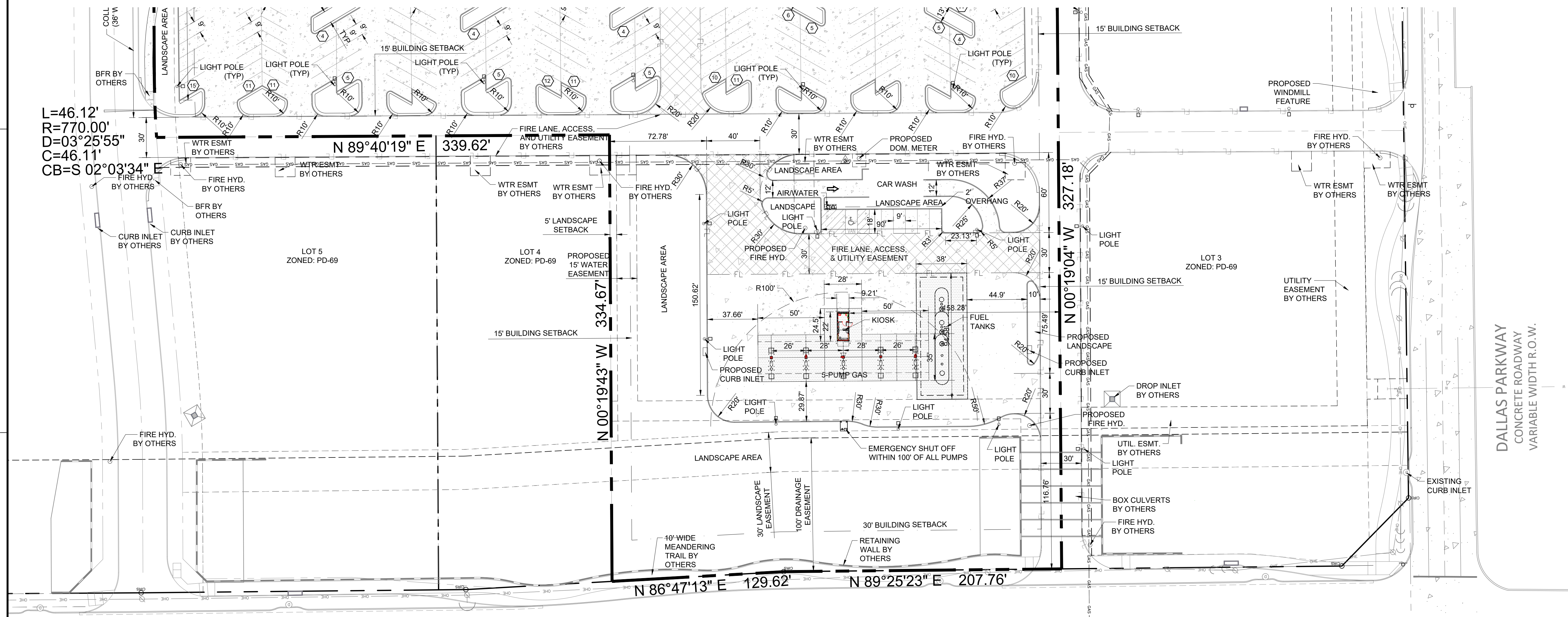
E6 VICINITY MAP
NOT TO SCALE

WATER METER SCHEDULE			
ID	TYP.	SIZE	SAN. SEWER
1	DOM.	3"	1 6"
2	IRR.	2"	1 N/A
3	DOM. (FUEL)	1 1/2"	1 6"

LEGEND	
	5" THICK REINFORCED CONCRETE PAVEMENT FOR PARKING
	7" THICK REINFORCED CONCRETE PAVEMENT FOR FIRE LANE/TRUCK DELIVERY
	PROPOSED FIRE LANE
	PROPERTY LINE
	EASEMENT LINE
	PARKING COUNT

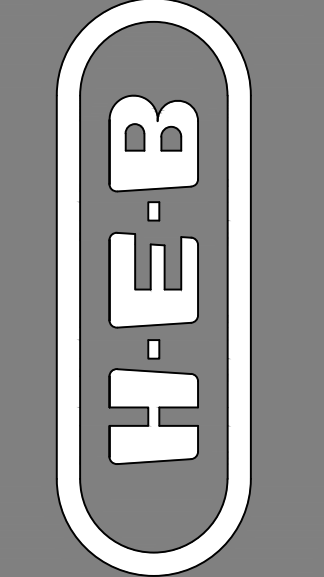
GENERAL SITE PLAN NOTES:
 1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

SEE SP-1 FOR BUILDING AND PARKING CONTINUATION



- SITE PLAN NOTES**
- All development standards shall follow Town Standards.
 - Landscaping shall conform to landscape plans approved by the Town of Prosper.
 - All development standards shall follow Fire Requirements per the Town of Prosper.
 - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
 - All signage is subject to Building Official approval.
 - Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
 - The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
 - Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention pond.

STATE OF TEXAS
 DREW DONOSKY
 12565
 4/18/2024
 TEXAS REGISTRATION #14199
CLAYMOORE ENGINEERING
 1903 CENTRAL DRIVE, SUITE #406
 BEDFORD, TX 76021
 PH: 817.281.0572



PREPARATION DATE: 4/18/2024

SITE PLAN
 DEVAPP-23-0182
 FRONTIER RETAIL CENTER
 BLOCK A, LOT 6
 16.933 ACRES
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
 H.E.B. LP
 643 S. MAIN STREET
 SAN ANTONIO, TEXAS 75002
 PH: 210.538.8000 CONTACT NAME: JOHN ROSE

APPLICANT:
 CLAYMOORE ENGINEERING, INC.
 1903 CENTRAL DRIVE, SUITE #406
 BEDFORD, TX 76021
 PH: 817.281.0572 CONTACT NAME: DREW DONOSKY, PE

SURVEYOR:
 EAGLE SURVEYING, LLC
 210 SOUTH ELM STREET, SUITE 104
 TX 75097
 PH: 940.222.3009 CONTACT NAME: MASON DECKER

LEGAL DESCRIPTION:
 BEING ALL OF LOT 6, BLOCK A, FRONTIER RETAIL CENTER
 RECORDED IN 2024010000070, O.P.C.R.T., SITUATED IN
 THE COLLIN COUNTY SCHOOL LAND SURVEY, SECTION NO.
 12, ABSTRACT NO. 147, ADDITION TO THE
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

CITY: TOWN OF PROSPER STATE: TEXAS

COUNTY: COLLIN SURVEY: COLLIN COUNTY SCHOOL LAND SURVEY, SECTION NO. 12 ABSTRACT NO. 147

SITE PLAN

H.E.B. PROSPER - CORP # 809
 BEING LOT 6, BLOCK A, 16.933 ACRES OUT OF COLLIN COUNTY SCHOOL
 LAND SURVEY, SECTION NO. 12, ABSTRACT NO. 147
 TOWN OF PROSPER, TEXAS

SCALE: AS NOTED
 CONSUL. PROJ. NO.: 2023-123
 DATE: 4/18/24
 SHEET NO.: SP-2

PLOTTED BY: DAN, CABALLERO
 PLOT DATE: 4/18/2024 2:20 PM
 LOCATION: 2: PROJECTS\PROJECTS\2022-2023\HEB PROSPER\CADD\SHEETS\H-E-B SHEETS\BUILDING PLANS\C-1.0 SITE PLANDWG
 LAST SAVED: 4/18/2024 2:17 PM

A1 SITE PLAN
1" = 40'

Approved Preliminary Site Plan (D22-0098)

JULIE MOSELY
AS TRUSTEE OF THE TRUST
AGREEMENT OF THOMAS MOSELY
DOC. NO. 201903001072500
O.P.R.C.C.T.

TRACT 2
TOWN OF PROSPER
PARCEL NO. 12
PERMANENT RIGHT-OF-WAY
DOC. NO. 202012200230972
O.P.R.C.C.T.

LEGEND	
	STANDARD DUTY CONCRETE PAVEMENT
	HEAVY DUTY CONCRETE PAVEMENT
	R.O.W. COLLECTOR STREET
	DUMPSTER AREA CONCRETE PAVEMENT
	SIDEWALK CONCRETE PAVEMENT
	PROPOSED CONCRETE CURB AND GUTTER
	PARKING COUNT
	FULL-DEPTH SAWCUT
	PROPOSED FIRE LANE STRIPPING

TEXAS REGISTRATION #14199 Item 14

CLAY MOORE ENGINEERING

1900 CENTRAL DRIVE, SUITE #406
PROSPER, TX 75077
PHONE: 817.201.0200
WWW.CLAYMOOREENGINEERING.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: **MATT MOORE**
P.E. No. 98351, Date 5/23/2023

FRONTIER RETAIL CENTER
BEING PART OF 70.91 ACRES OF LAND
OUT OF COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
PROSPER, TEXAS

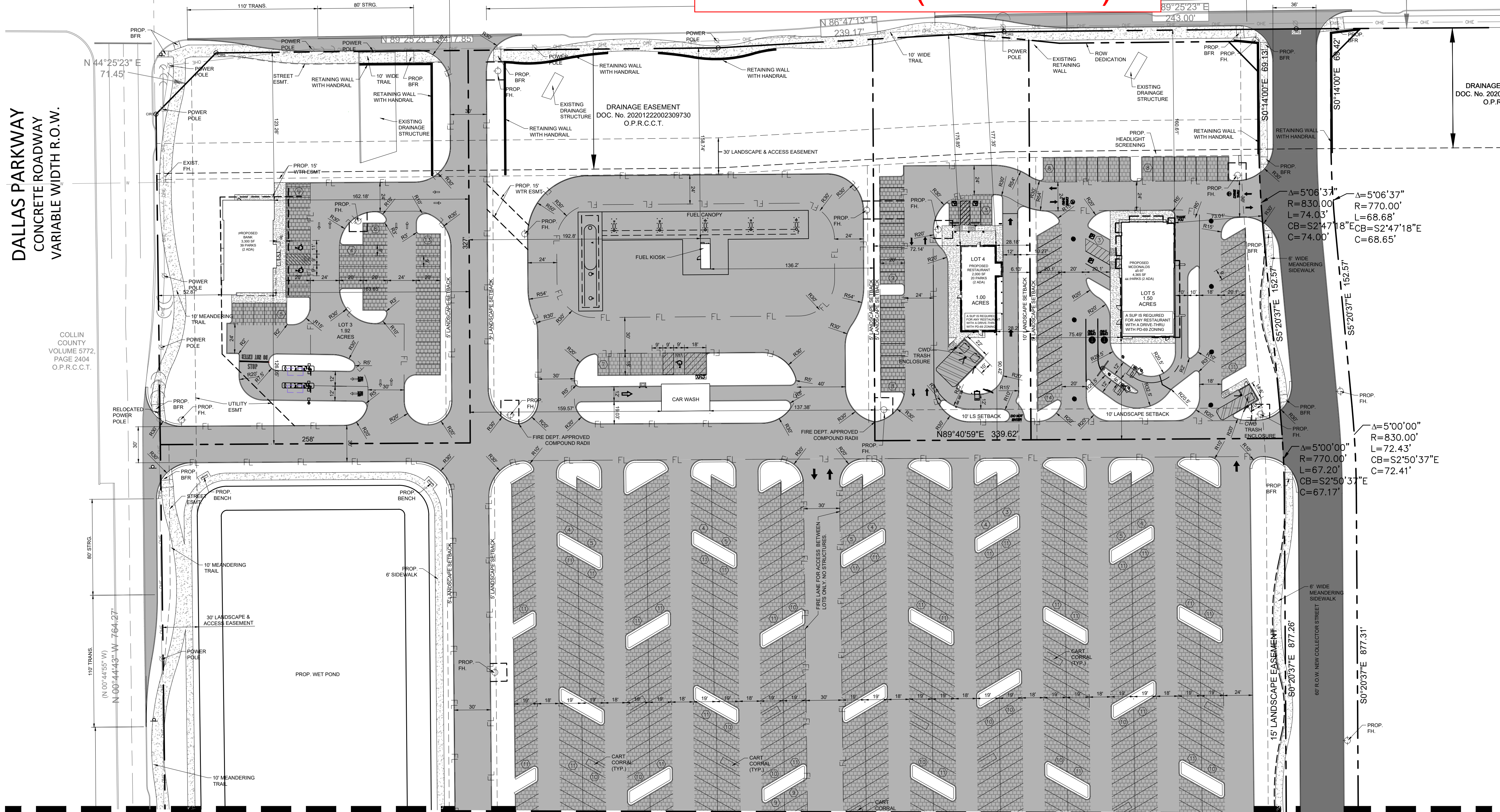
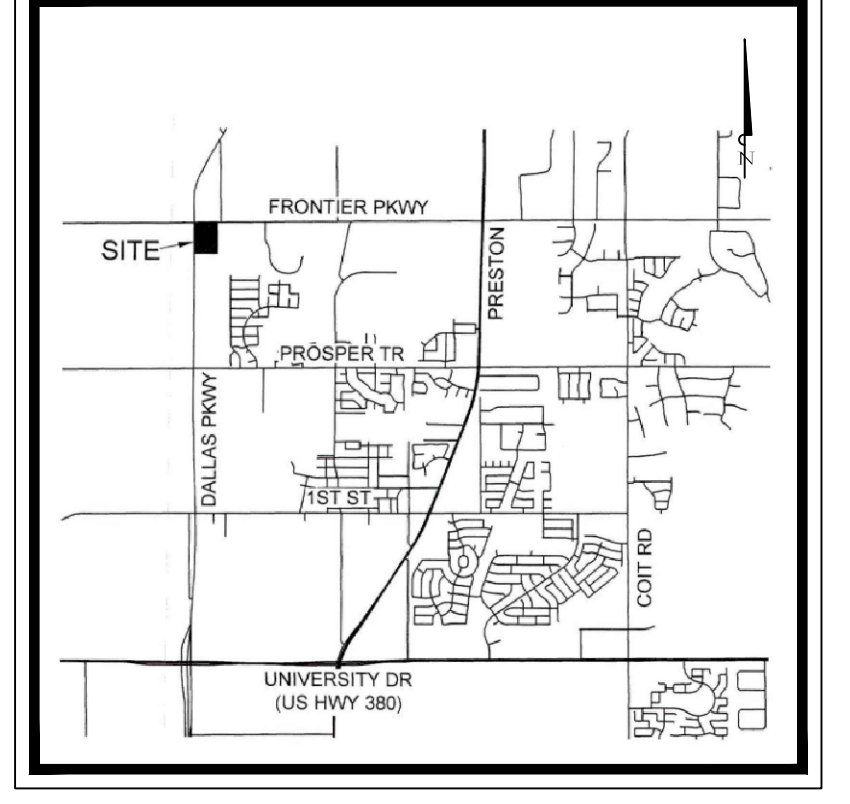
- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

FLOODPLAIN NOTE
ACCORDING TO MAP NO. 48085C0115J, DATED 06/02/2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE X1 (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN).

OPEN SPACE NOTE:
7% OF NET LOT AREA IS REQUIRED TO BE PROVIDED AS OPEN SPACE. THE FOLLOWING SHALL NOT BE INCLUDED: VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION PONDS.

TOWN OF PROSPER
PLANNING DEPARTMENT
P&Z Conditional Approval
06/06/2023

GRAPHIC SCALE
1 inch = 50 ft.



DALLAS PARKWAY
CONCRETE ROADWAY
VARIABLE WIDTH R.O.W.

COLLIN COUNTY
VOLUME 5772
PAGE 2404
O.P.R.C.C.T.

MATCH LINE SHEET SP-2

- PRELIMINARY SITE PLAN NOTES:**
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
 - DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY 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 DESIGNATED 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.
 - THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE.
 - BUILDINGS MORE THAN 30 FEET HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIRE FIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET.
 - THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET.
 - DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
 - FIRE HYDRANTS SHALL BE PROHIBITED AT THE ENTRANCES AND INTERSECTIONS.
 - AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3, R3-S DEVELOPMENTS SHALL BE EVERY 500 FEET. 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".
 - 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 TURNING WITH LOCKING CAP.
 - FIRE HYDRANTS SHALL BE LOCATED 2 FOOT TO 6 FOOT BACK FROM THE CURB OF FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC.
 - THERE SHALL BE A MINIMUM OF TWO FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT.
 - 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.
 - THE MAXIMUM DEAD END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS.
 - 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 PRELIMINARY 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.
 - FIRE LANES SHALL BE DESIGNATED AND CONSTRUCTED PER TOWN STANDARDS AND BARRIER-FREE RAMP AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ADDITIONAL WITH THE ZONING ORDINANCE.
 - ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
 - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - THE APPROVAL OF A 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 AND ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING AND ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
 - SITE WILL BE UNAVAILABLE TO DEVELOP UNTIL A GRAVITY TRUNK MAIN HAS BEEN CONSTRUCTED FOR THE BASIN.
 - THE TOWN CURRENTLY CONTRACTS WITH CWD FOR WASTE DISPOSAL SERVICES. THEY MAY BE CONTACTED AT 972-992-6900.

SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BUILDING AREA (SQ. FT.)	BLDG HGT. (FT.-# ST.)	LOT COVERAGE	PARKING		HANDICAP SP.		TOTAL IMPERVIOUS (SQ. FT.)	TOTAL PERVIOUS (SQ. FT.)				
								REQ. RATIO	REQ. PROV.	REQ.	PROV.						
1	PD-69	RESTAURANT	1.59	69,433	4,575	29' - 1 STORY	50% MAX	6.6%	1 SPACE / 75 SF (REST)	61	61	3	3	21,014	30%	48,419	70%
2	PD-69	RESTAURANT	1.16	50,700	4,575	29' - 1 STORY	50% MAX	9.0%	1 SPACE / 75 SF (REST)	61	61	3	4	24,074	47%	26,226	53%
3	PD-69	BANK	1.92	83,484	3,300	29' - 1 STORY	50% MAX	4.0%	1 SPACE / 350 SF (BANK)	10	39	2	2	31,653	38%	51,831	62%
4	PD-69	RESTAURANT	1.00	43,560	2,000	29' - 1 STORY	50% MAX	4.6%	1 SPACE / 100 SF (REST)	20	20	1	2	2,445	6%	41,115	94%
5	PD-69	RESTAURANT	1.50	65,340	4,365	29' - 1 STORY	50% MAX	6.7%	1 SPACE / 100 SF (REST)	44	44	2	2	33,994	52%	31,346	48%
6	PD-69	FUEL STATION/CAR WASH	19.03	829,046	1,082	24' - 1 STORY	50% MAX	0.0%	1 SPACE / 250 SF (RETAIL)	433	706	16	24	167,687	20%	661,359	80%

PD CASE #: D22-0098

OWNER:
DNT FRONTIER, LP
4303 W LOVERS LANE, SUITE 200
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:
OBRIEN ARCHITECTS
5800 DEMOCRACY DRIVE, SUITE 200B
PLANO, TX 75024
PH: 972.788.1010
CONTACT NAME:

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

NO.	DATE	REVISION	BY

PRELIMINARY SITE PLAN (1 OF 2)

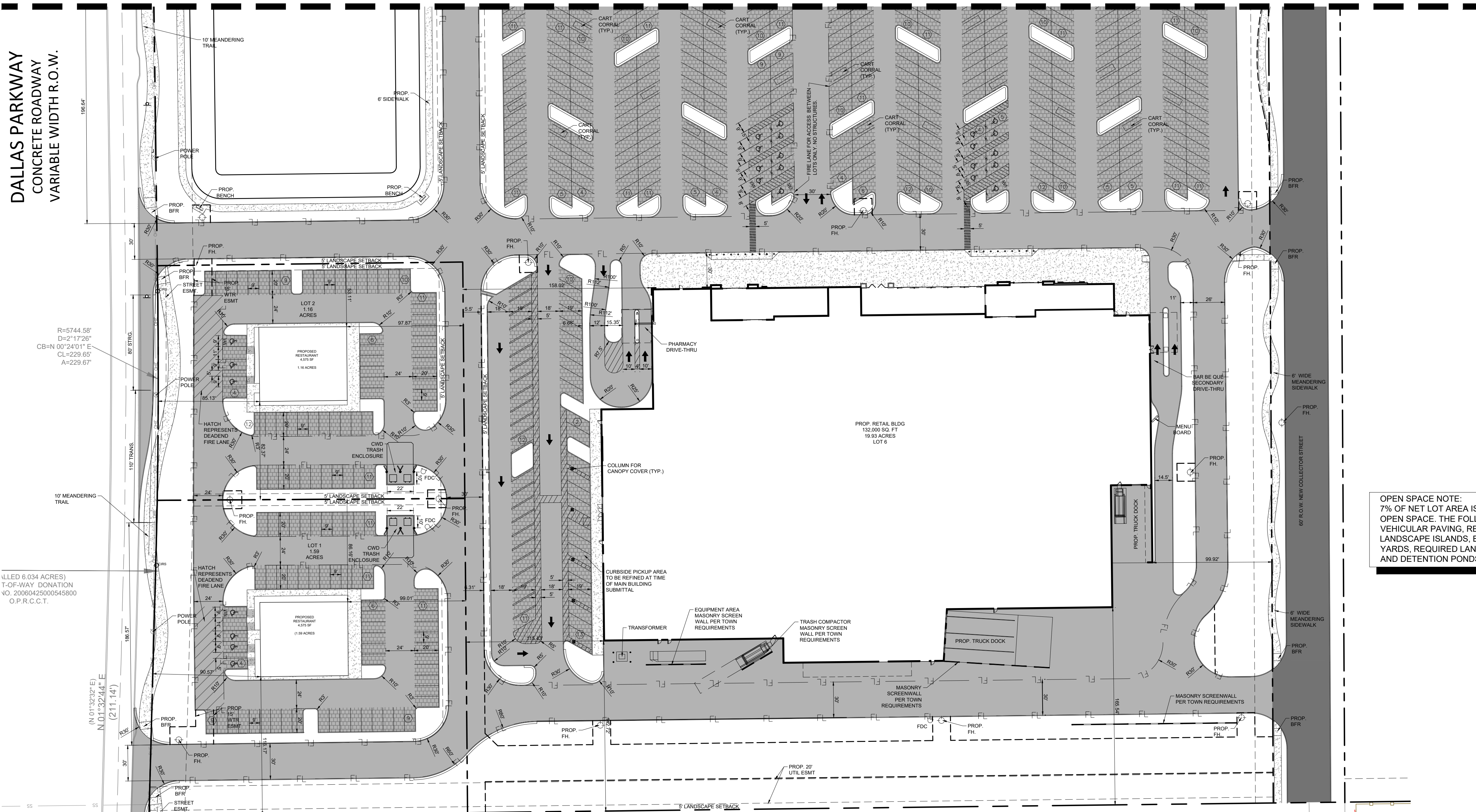
SHEET
PSP-1

CASE NO. _____ Page 215

PLOTTED BY: DAN CABALLERO
PLOT DATE: 5/23/2023 10:30 AM
LOCATION: Z:\PROJECTS\PROJECTS\2022-029 HEB PROSPER\CADD SHEETS\MASTER PRELIMINARY PLANS\PSP.DWG
LAST SAVED: 5/4/2023 9:51 AM

MATCH LINE SHEET SP-1

DALLAS PARKWAY
CONCRETE ROADWAY
VARIABLE WIDTH R.O.W.

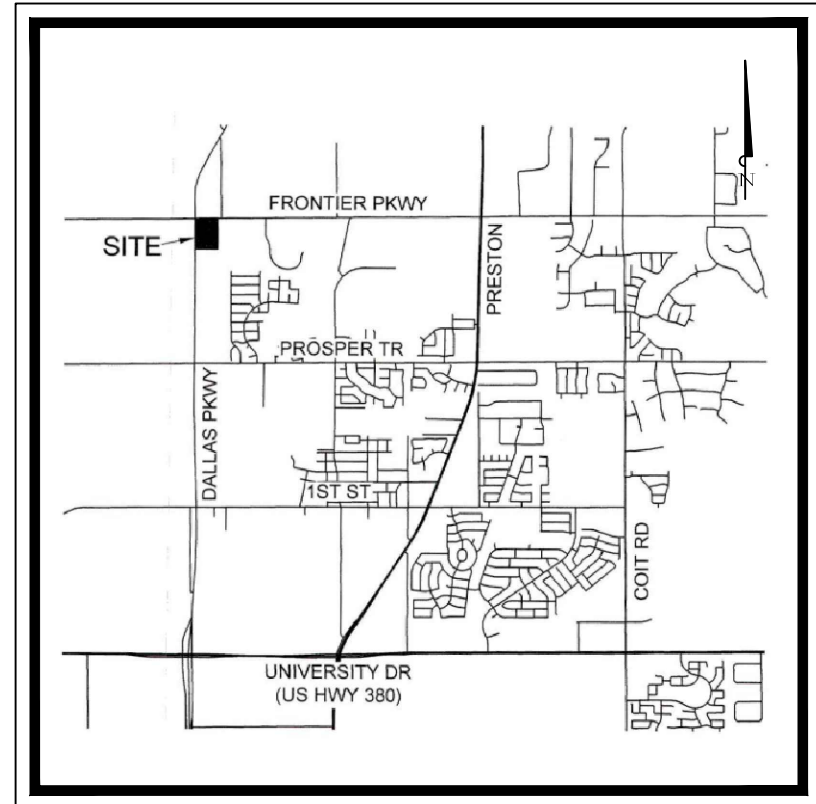
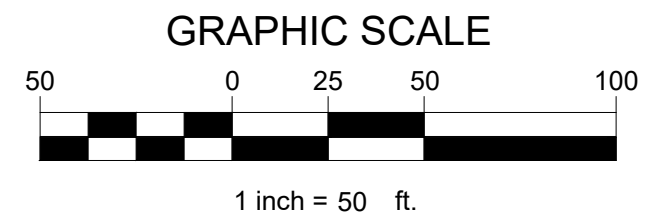
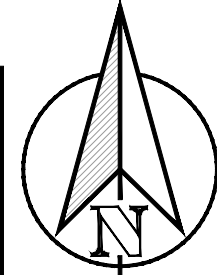


LEGEND	
[Pattern]	STANDARD DUTY CONCRETE PAVEMENT
[Pattern]	HEAVY DUTY CONCRETE PAVEMENT
[Pattern]	R.O.W. COLLECTOR STREET
[Pattern]	DUMPSTER AREA CONCRETE PAVEMENT
[Pattern]	SIDEWALK CONCRETE PAVEMENT
[Symbol]	PROPOSED CONCRETE CURB AND GUTTER
[Symbol]	PARKING COUNT
[Symbol]	FULL-DEPTH SAWCUT
[Symbol]	PROPOSED FIRE LANE STRIPPING

NOTES:
1. ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

FLOODPLAIN NOTE
ACCORDING TO MAP NO. 48085CD115J, DATED 06/02/2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X". (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN).

OPEN SPACE NOTE:
7% OF NET LOT AREA IS REQUIRED TO BE PROVIDED AS OPEN SPACE. THE FOLLOWING SHALL NOT BE INCLUDED: VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION PONDS.



PD CASE #: D22-0098

OWNER: DNT FRONTIER, LP 4303 W LOVERS LANE, SUITE 200 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: O'BRIEN ARCHITECTS 5800 DEMOCRACY DRIVE, SUITE 200B PLANO, TX 75024 PH: 972.788.1010 CONTACT NAME:	
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	

- PRELIMINARY SITE PLAN NOTES:**
ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY 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 DESIGNATED 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.
 - THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE.
 - BUILDINGS MORE THAN 30 FEET HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIRE FIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET.
 - THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET.
 - THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET.
 - DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
 - FIRE HYDRANTS SHALL BE PROHIBITED AT THE ENTRANCES AND INTERSECTIONS.
 - AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3, R3-S DEVELOPMENTS SHALL BE EVERY 500 FEET. 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".
 - 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 TURNING WITH LOCKING CAP.
 - FIRE HYDRANTS SHALL BE LOCATED 2 FOOT TO 6 FOOT BACK FROM THE CURB OF FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC.
 - THERE SHALL BE A MINIMUM OF TWO FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT.
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 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
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 - 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.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
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 - THE TOWN CURRENTLY CONTRACTS WITH CWD FOR WASTE DISPOSAL SERVICES. THEY MAY BE CONTACTED AT 972-992-9300.

SITE DATA SUMMARY

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							REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.					
1	PD-69	RESTAURANT	1.59	69,433	4,575	29'-1 STORY	50% MAX	6.6%	1SPACE / 75 SF (REST)	61	61	3	3	21,014	30%	48,419	70%	
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6	PD-69	RETAIL STORE FUEL STATION/CAR WASH	19.03	829,046	132,000	39'-1 STORY	50% MAX	15.9%	1SPACE / 250SF (RETAIL)	433	706	16	24	167,687	20%	661,359	80%	

PLOTTED BY: DAN CABALLERO
PLOT DATE: 5/23/2023 10:30 AM
LOCATION: Z:\PROJECTS\PROJECTS\2022-029 HEB PROSPER\CADD SHEETS\MASTER PRELIMINARY PLANS\PSP.DWG
LAST SAVED: 5/4/2023 9:51 AM

TEXAS REGISTRATION #14199
Item 14
CLAYMOORE ENGINEERING
1903 CENTRAL DRIVE, SUITE #405
PROSPER, TX 75077
PHONE: 817.201.6982
WWW.CLAYMOOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING CONSULTANTS
Engineer: MATT MOORE
P.E. No. 98351, Date 5/23/2023

FRONTIER RETAIL CENTER
BEING PART OF 70.91 ACRES OF LAND
OUT OF COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
PROSPER, TEXAS

NO.	DATE	REVISION	BY

PRELIMINARY SITE PLAN
(2 OF 2)

DESIGN: MAM
DRAWN: DC
CHECKED: MAM
DATE: 5/23/2023

SHEET
PSP-2
CASE NO. Page 216



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Façade Plan for HEB

Town Council Meeting – April 30, 2024

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

Agenda Item:

Consider and act upon a request for a Façade Plan for a Big Box, Gas Pumps, and a Car Wash on Frontier Retail Center, Block A, Lot 6, on 16.9± acres, located on the south side of Frontier Parkway and 250± feet east of Dallas Parkway. (DEVAPP-23-0180)

Future Land Use Plan:

The Future Land Use Plan designates this area as the Dallas North Tollway District.

Zoning:

The property is zoned Planned Development-69 (Retail).

Conformance:

The Façade Plan conforms to the development standards of Planned Development-69.

Description of Agenda Item:

The Façade Plan represents a big box, gas pumps with an associated kiosk, and a car wash.

Companion Item:

As a companion item, the Site Plan (DEVAPP-23-0182) is on this Town Council agenda.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attachments:

1. Location Map
2. Façade Plan
3. Development Agreement

Town Staff Recommendation:

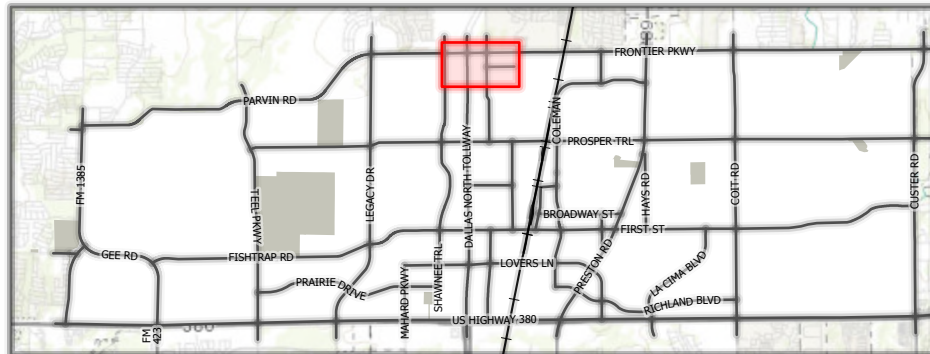
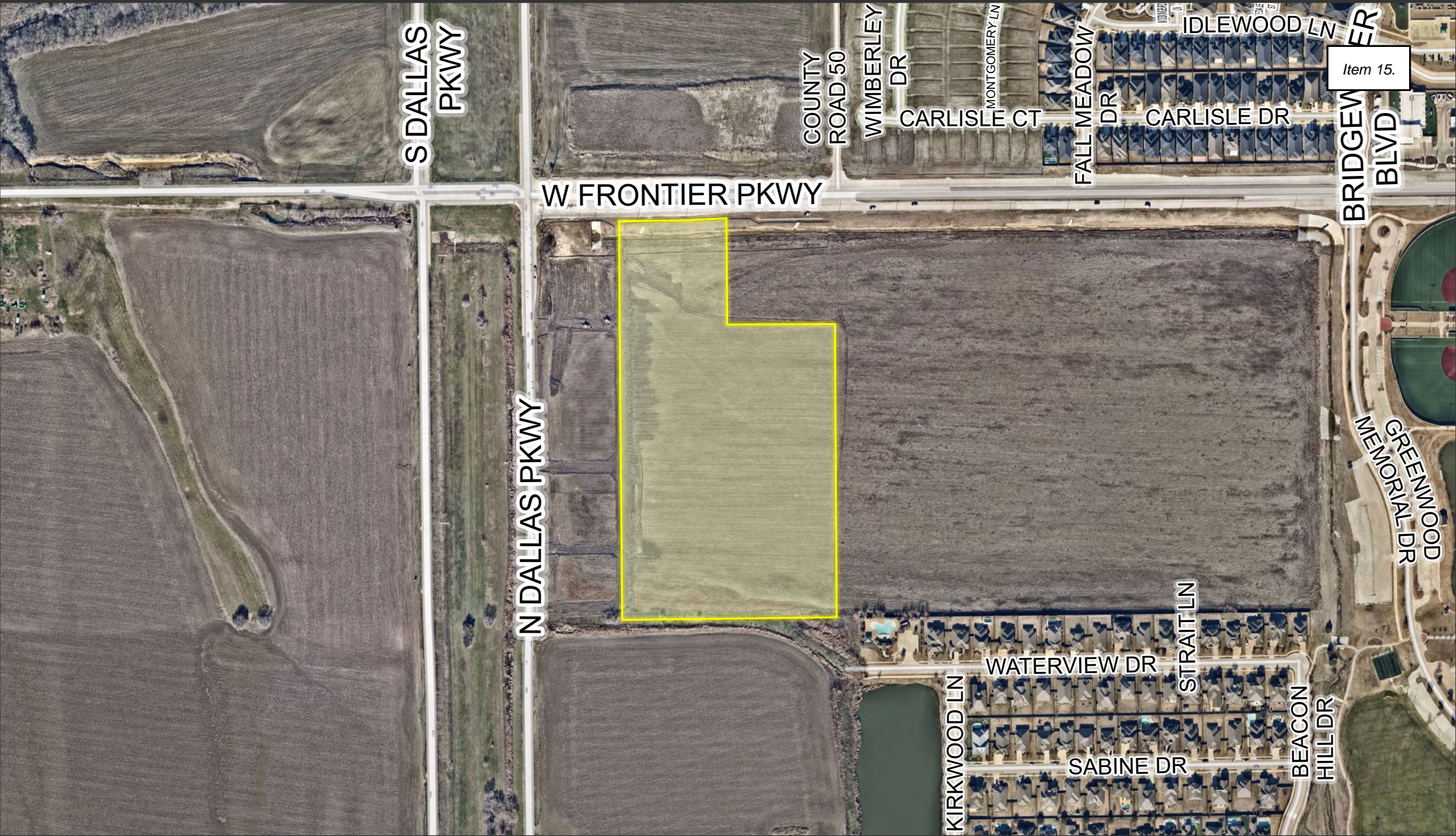
Town Staff recommends approval of the Façade Plan.

Planning & Zoning Recommendation:

The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 7-0 at their meeting on April 23, 2024.

Proposed Motion:

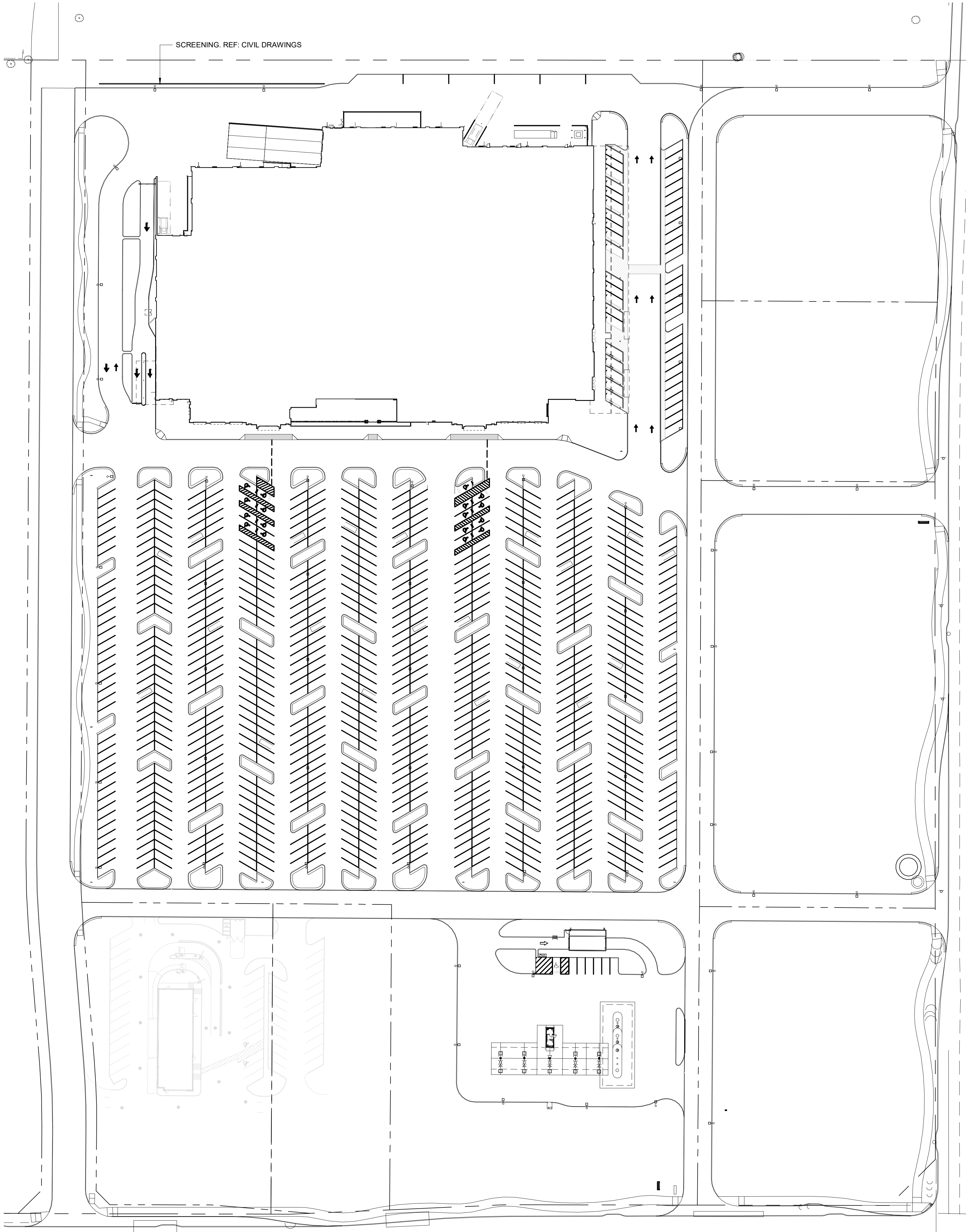
I move to approve/deny a request for a Façade Plan for a Big Box, Gas Pumps, and a Car Wash on Frontier Retail Center, Block A, Lot 6, on 16.9± acres, located on the south side of Frontier Parkway and 250± feet east of Dallas Parkway.



This map for illustration purposes only

DEVAPP-23-0180

HEB Prosper Store



PROJECT # DEVAPP-23-0180
 H.E.B. PROSPER - STORE
 16.933 ACRES
 FRONTIER RETAIL CENTER, BLOCK A | LOT 6
 AN ADDITION TO THE TOWN OF PROSPER
 COLLIN COUNTY, TEXAS
 SEPTEMBER, 2023

H.E.B. LP OWNER
 643 S. MAIN (210) 938-8000
 SAN ANTONIO, TEXAS 75002

CONTACT: JOHN ROSE

CLAYMOORE ENGINEERING ENGINEER
 1903 CENTRAL DRIVE, SUITE #406 (817) 281-0572
 BEDFORD, TEXAS 76021

CONTACT: DREW DONOSKY

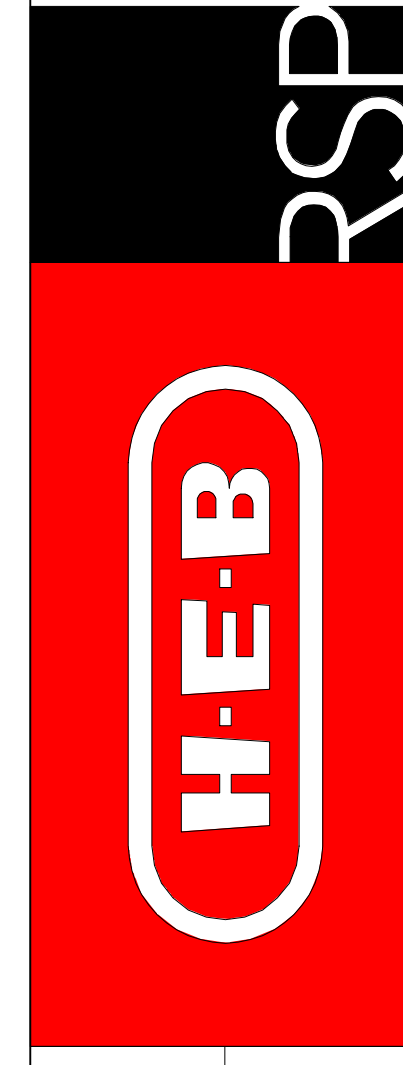
- TOWN OF PROSPER GENERAL NOTES**
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE PAINTED TO MATCH THE BUILDING.
 - WHEN PERMITTED, EXPOSED UTILITIES BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 - ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
 - WINDSHIELDS SHALL HAVE A MINIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
 - ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

TOWN APPROVAL

Revision	Description	Date

PLEASE BE ADVISED, THIS DOCUMENT MAY CONTAIN INFORMATION THAT IS UNCLASSIFIED, BUT THE DISCLOSURE OF THIS INFORMATION IN ANY MANNER, NO PART OF THIS DOCUMENT SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE EXPRESS WRITTEN PERMISSION OF H.E.B. GROCERY AND DISTRIBUTION TO NON-HEB ENTITIES IS STRICTLY PROHIBITED. FOR PARTIAL CONFIDENTIALITY AGREEMENT.

RSP Architects, Ltd.
 690 W. 4th Street, Suite 100
 Fort Worth, TX 76102
 817.200.0340 main
 817.277.1659 fax
 www.rsparchitect.com



ARCHITECTURAL SITE PLAN

H-E-B PROSPER | CORP # 809

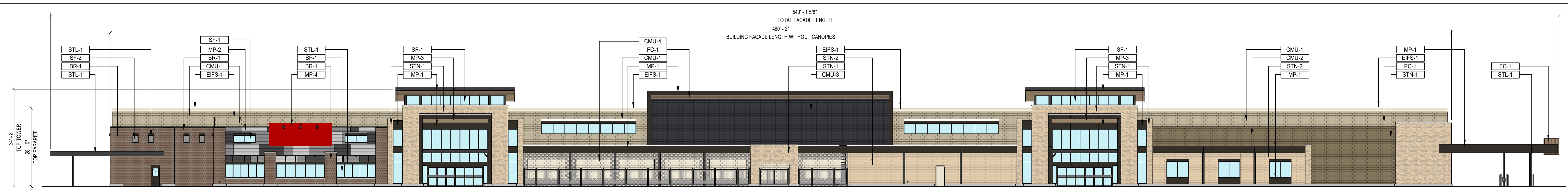
75220 Frontier Pkwy | Prosper, Texas 75078

SCALE: AS INDICATED

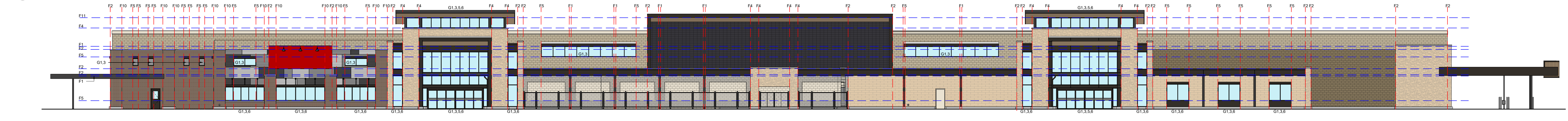
CONSUL. PROJ. NO.: 3043.002.00

DATE: 12-18-2023

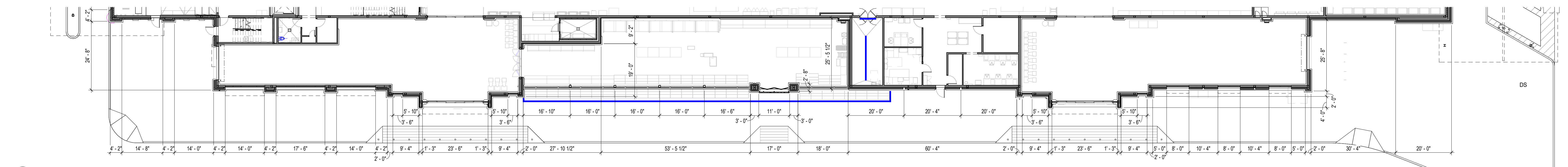
SHEET NO. 01



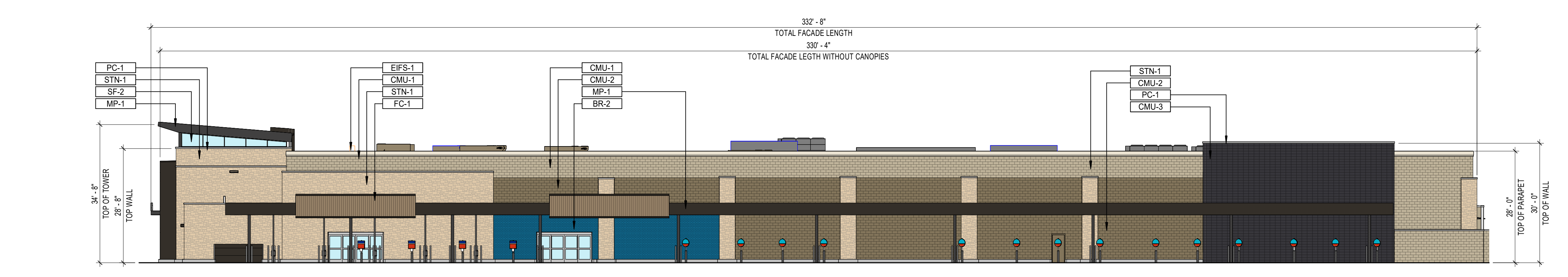
1 OVERALL EXTERIOR NORTH ELEVATION - FRONT
1/16" = 1'-0"



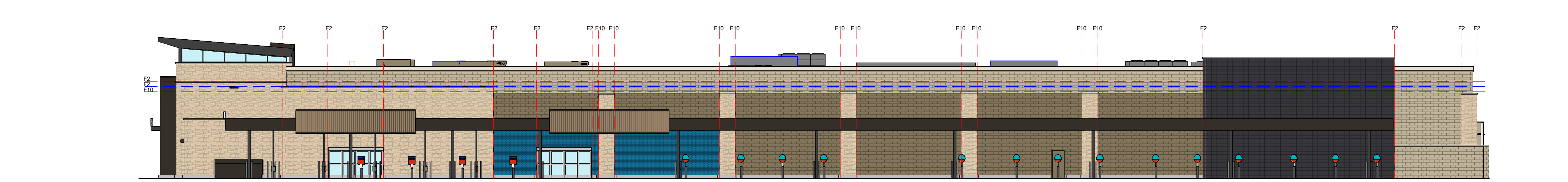
2 OVERALL EXTERIOR NORTH ELEVATION - FRONT ARTICULATION
1/16" = 1'-0"



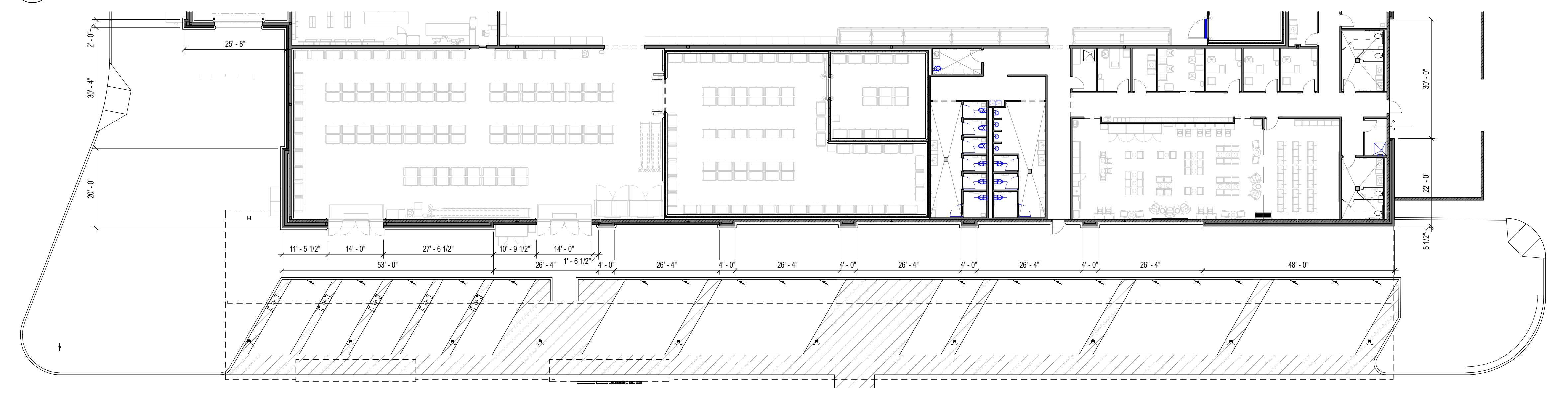
3 NORTH ELEVATION - FRONT FOOTPRINT
1/16" = 1'-0"



4 OVERALL EXTERIOR WEST ELEVATION - SIDE
1/16" = 1'-0"



5 OVERALL EXTERIOR WEST ELEVATION - SIDE ARTICULATION
1/16" = 1'-0"



6 WEST ELEVATION - SIDE FOOTPRINT
1/16" = 1'-0"

TOWN OF PROSPER ARCHITECTURAL ARTICULATION

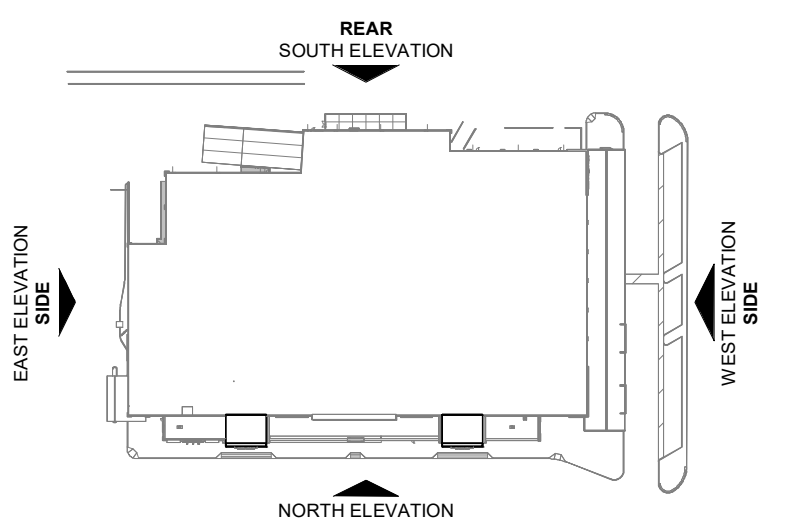
ALL BUILDINGS SHALL BE DESIGNED TO INCORPORATE A FORM OF ARCHITECTURAL ARTICULATION EVERY 30 FEET, BOTH HORIZONTALLY ALONG EACH WALL LENGTH AND VERTICALLY ALONG EACH WALL'S HEIGHT. ACCEPTABLE ARTICULATION MAY INCLUDE THE FOLLOWING:

- 1. CANOPIES, AWNINGS, OR PORTICOES
- 2. RECESSES/PROJECTIONS
- 3. ARCHES
- 4. ARCHES
- 5. DISPLAY WINDOWS, INCLUDING A MINIMUM SILL HEIGHT OF 30 INCHES
- 6. ARCHITECTURAL DETAILS (SUCH AS TILE WORK AND MOLDINGS) INTEGRATED INTO THE BUILDING FACADE
- 7. ARTICULATED GROUND FLOOR LEVELS OR BASE
- 8. ARTICULATED CORNICE LINE
- 9. INTEGRATED PLANTERS OR WING WALLS THAT INCORPORATE LANDSCAPE AND SITTING AREAS
- 10. OFFSETS, REVEALS OR PROJECTING RIB USED TO EXPRESS ARCHITECTURAL OR STRUCTURAL BAYS; OR 11. VARYED ROOF HEIGHTS

ALL BUILDINGS SHALL BE DESIGNED TO INCORPORATE A FORM OF WINDOW ARTICULATION. ACCEPTABLE ARTICULATION MAY INCLUDE THE FOLLOWING:

- 1. DETAIL PATTERNEED MULLIONS
- 2. GLASS DEPTH FROM WALL MIN. EIGHT INCHES
- 3. PROJECTED AWNINGS/MULDINGS
- 4. WATER TABLE IN LIEU OF FLOOR TO CEILING GLASS
- 5. ARTICULATED LEVELS (IE. SOLIDER COURSE IN BRICK OR MATERIAL CHANGE EIFS OR CAST STONE WITH MIN. 1" PROJECTION)
- 6. ARTICULATED SILL (IE. SOLIDER COURSE IN BRICK OR MATERIAL CHANGE EIFS OR CAST STONE WITH MIN. 1" PROJECTION)
- 7. CAST STONE SURROUND ON ENTIRE WINDOW

ARTICULATION LEGEND



EXTERIOR FINISH LEGEND

CODE	MATERIAL	COLOR (BASIS OF DESIGN)
MASONRY		
BR-1	FACE BRICK - MODULAR SIZE, RUNNING BOND	FALL CREEK (ACME BRICK)
BR-2	GLAZED BRICK - MODULAR SIZE, RUNNING BOND	EQUAL MIX OF GLACIER BLUE, TRITON & KEY WEST (BEIGEN BRICK)
CMU-1	BURNISHED ARCHITECTURAL CMU	AUSTIN LIMESTONE (AUSTIN BLOCK)
CMU-2	BURNISHED ARCHITECTURAL CMU	MOCHA (AUSTIN BLOCK)
CMU-3	BURNISHED ARCHITECTURAL CMU	FRODO (TEXAS BUILDING PRODUCTS)
STN-1	NATURAL LIMESTONE - RANDOM ASHLAR	BLACKGOLD (BLACKGOLD BRICK CO.)
STN-2	NATURAL LIMESTONE - HONED	EQUAL MIX OF BLACKGOLD CREAM & BLACKGOLD WHITE (BLACKGOLD BRICK CO.)
METAL		
MP-1	ACM PANELS	DARK BRONZE
MP-2	CORRUGATED METAL "S" PANELS	TORNADO - PPG 1009-2 SOLITARY STATE - PPG 1009-3 GREY STONE - PPG 1009-4
FC-1	PANELIZED FIBER CEMENT CLADDING SYSTEM	VINTAGEWOOD - CLEAR (NICHHA)
STL-1	PAINTED EXPOSED STRUCTURAL STEEL	BLACK MAGIC - PPG 1001-7
EIFS		
EIFS-1	EXTERIOR INSULATION FINISHING SYSTEM	PAINTED PT-1
PAINT		
PT-1	PAINT	LIGHT BEIGE PPG1086-2 (BRANDED PEARS)
PT-2	PAINT	CUSTOM BY BEHR CURBSIDE BLUE
PT-3	PAINT	HEB RED
MISC		
SF-1	ALUMINUM STOREFRONT SYSTEM	DARK BRONZE ALUMINUM FINISH, GLAZING: CRYSTAL GRAY-CLEAR - 9% VLT (GUARDIAN)
SF-2	ALUMINUM STOREFRONT SYSTEM	DARK BRONZE ALUMINUM FINISH, GLAZING: CRYSTAL GRAY-CLEAR - 9% VLT (GUARDIAN)
PC-1	PRE-CAST STONE CAPS	STANDARD GRAY

NORTH ELEVATION - 14,708 SF

GLASS & DOORS = 2,095 SF, STL-1 & MP-1 (TRIM) = 2,113 SF		NET SQUARE FOOTAGE = 10,500 SF	
MASONRY MATERIALS	CODE	SF	PERCENTAGE
STONE	STN-1 + STN-2	2,745	26.1%
	FC-1	96	0.9%
	CMU-1	3,980	29.8%
	CMU-2	1,037	9.8%
	CMU-3	1,402	13.5%
MASONRY	BR-1	1,050	10.4%
	BR-2	292	2.8%
SECONDARY MATERIALS		SF	PERCENTAGE
EIFS	EIFS	292	2.8%
FIBER CEMENT	FC-1	398	2.9%
METAL PANELS	MP-2	440	4.2%
TOTAL		10,500	100%

WEST ELEVATION - 9,516 SF

GLASS & DOORS = 365 SF, STL-1 & MP-1 (TRIM) = 961 SF		NET SQUARE FOOTAGE = 8,190 SF	
MASONRY MATERIALS	CODE	SF	PERCENTAGE
STONE	STN-1	1,939	23.7%
	FC-1	61	0.8%
	CMU-1	1,558	19.2%
	CMU-2	2,182	26.6%
	CMU-3	1,297	15.8%
MASONRY	BR-2	505	6.2%
	BR-1	247	3.0%
SECONDARY MATERIALS		SF	PERCENTAGE
EIFS	EIFS	247	3.0%
FIBER CEMENT	FC-1	261	4.4%
TOTAL		8,190	100%

PROJECT # DEVAPP-23-0180
H.E.B. PROSPER - STORE
16,933 ACRES
FRONTIER RETAIL CENTER, BLOCK A LOT 6
AN ADDITION TO THE TOWN OF PROSPER
COLLIN COUNTY, TEXAS
SEPTEMBER, 2023

H.E.B. LP OWNER
643 S. MAIN SAN ANTONIO, TEXAS 75002 (210) 936-8000

CONTACT: JOHN ROSE

CLAYMOORE ENGINEERING ENGINEER
1903 CENTRAL DRIVE, SUITE #406 (817) 281-0572
BEDFORD, TEXAS 76021

CONTACT: DREW DONOSKY

TOWN OF PROSPER GENERAL NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PAINTED WALL OR SCREENING WALL. SCREENING WALLS SHALL BE PAINTED TO MATCH THE BUILDING.
- WHEN PERMITTED, EXPOSED UTILITIES BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- WINDOWS SHALL HAVE A MINIMUM EXTERIOR VISIBLE REFLECTIVITY OF 15% (10) PERCENT.
- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

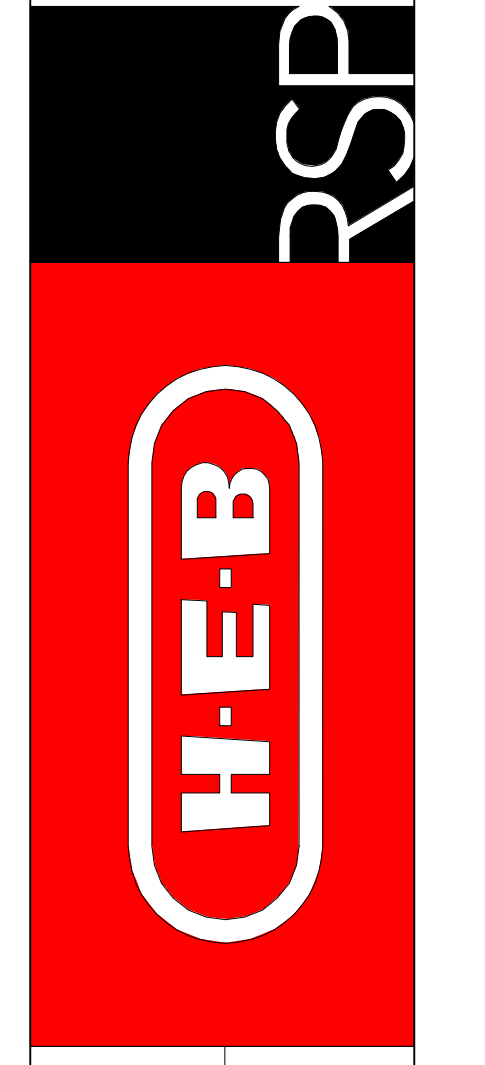
TOWN APPROVAL



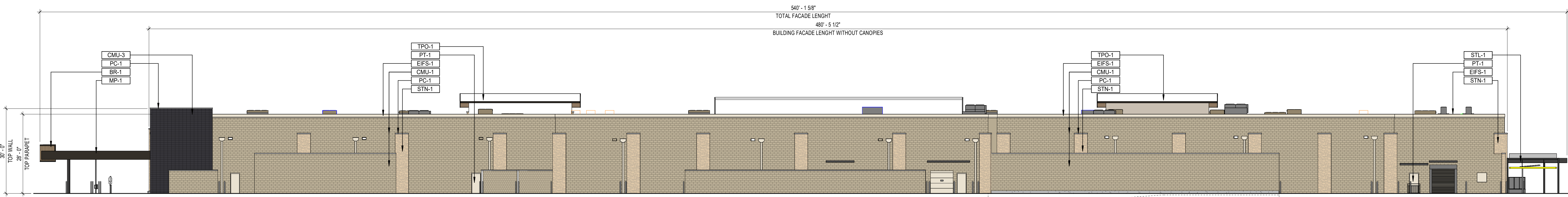
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Date	Description	Revision

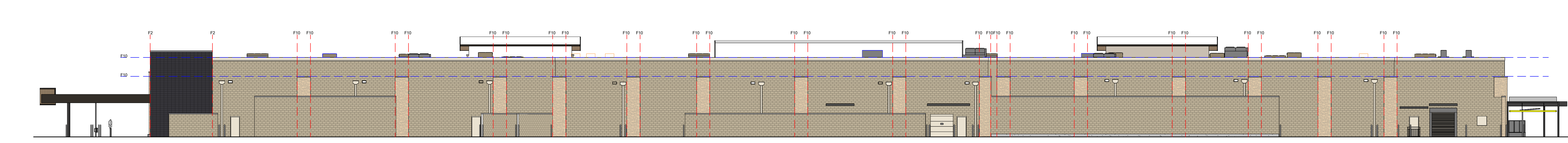
RSP Architects, Ltd.
600 W. 4th Street, Suite 100
Fort Worth, TX 76102
817.203.0340 main
817.277.6666 fax
www.rsparch.com



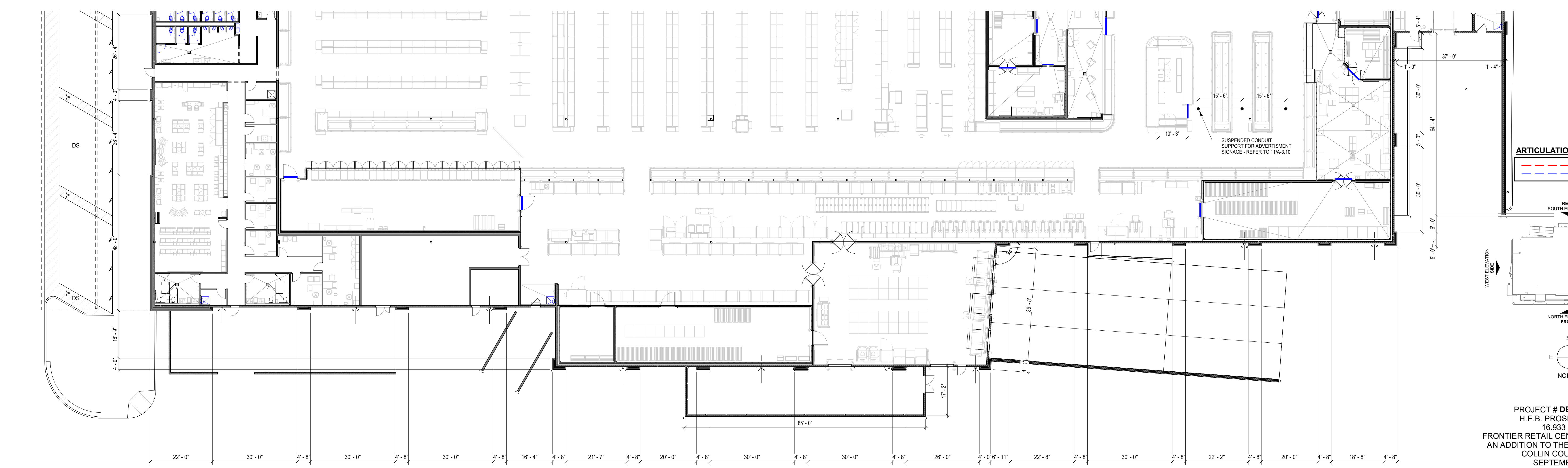
SCALE: AS INDICATED
CONSUL. PROJ. NO.: 3043.000.00
DATE: 12-18-2023
SHEET NO. 02
H-E-B PROSPER | CORP # 809
75220 Frontier Pkwy | Prosper, Texas 75078
Page 221



1 OVERALL EXTERIOR SOUTH ELEVATION - REAR
1/16" = 1'-0"
NOTE: MECHANICAL UNITS ARE SCREENED BY BUILDING PARAPET. REFERENCE SITE LINE STUDY VIEWS.



2 OVERALL EXTERIOR SOUTH ELEVATION - REAR ARTICULATION
1/16" = 1'-0"



3 SOUTH ELEVATION - REAR FOOTPRINT
1/16" = 1'-0"

TOWN OF PROSPER ARCHITECTURAL ARTICULATION
F. ALL BUILDINGS SHALL BE DESIGNED TO INCORPORATE A FORM OF ARCHITECTURAL ARTICULATION EVERY 30 FEET...
G. ALL BUILDINGS SHALL BE DESIGNED TO INCORPORATE A FORM OF WINDOW ARTICULATION ACCEPTABLE...

SOUTH ELEVATION - 13,600 SF
Table with columns: GLASS & DOORS = 375 SF, MASONRY MATERIALS, STONE, MASONRY, SECONDARY MATERIALS, EFS, TOTAL.

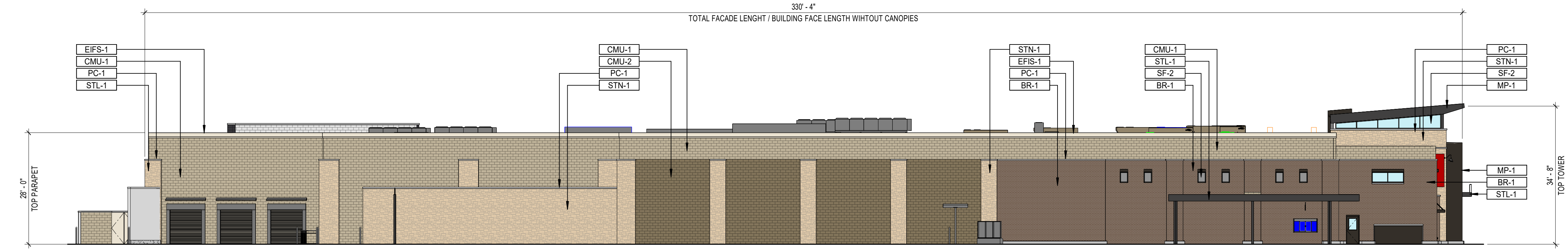
EXTERIOR FINISH LEGEND
Table with columns: CODE, MATERIAL, COLOR (BASIS OF DESIGN). Includes entries for Masonry, Metal, EFS, and Paint.

PROJECT # DEVAPP-23-0180
H.E.B. PROSPER - STORE
16.933 ACRES
FRONTIER RETAIL CENTER, BLOCK A | LOT 6
AN ADDITION TO THE TOWN OF PROSPER
COLLIN COUNTY, TEXAS
SEPTEMBER, 2023
H.E.B. LP OWNER
643 S. MAIN (210) 938-8000
SAN ANTONIO, TEXAS 75002
CONTACT: JOHN ROSE
CLAYMOORE ENGINEERING ENGINEER
1903 CENTRAL DRIVE, SUITE #406 (817) 281-0572
BEDFORD, TEXAS 76021
CONTACT: DREW DONOSKY

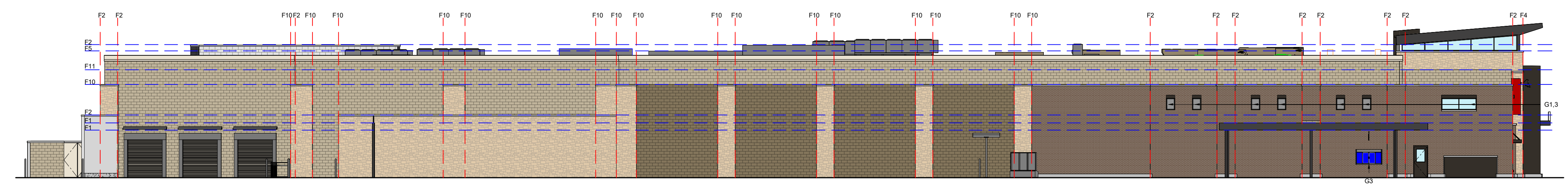
TOWN OF PROSPER GENERAL NOTES
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY...
2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL...
3. WHEN PERMITTED, EXPOSED UTILITIES BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.

TOWN APPROVAL
[Blank box for town approval]

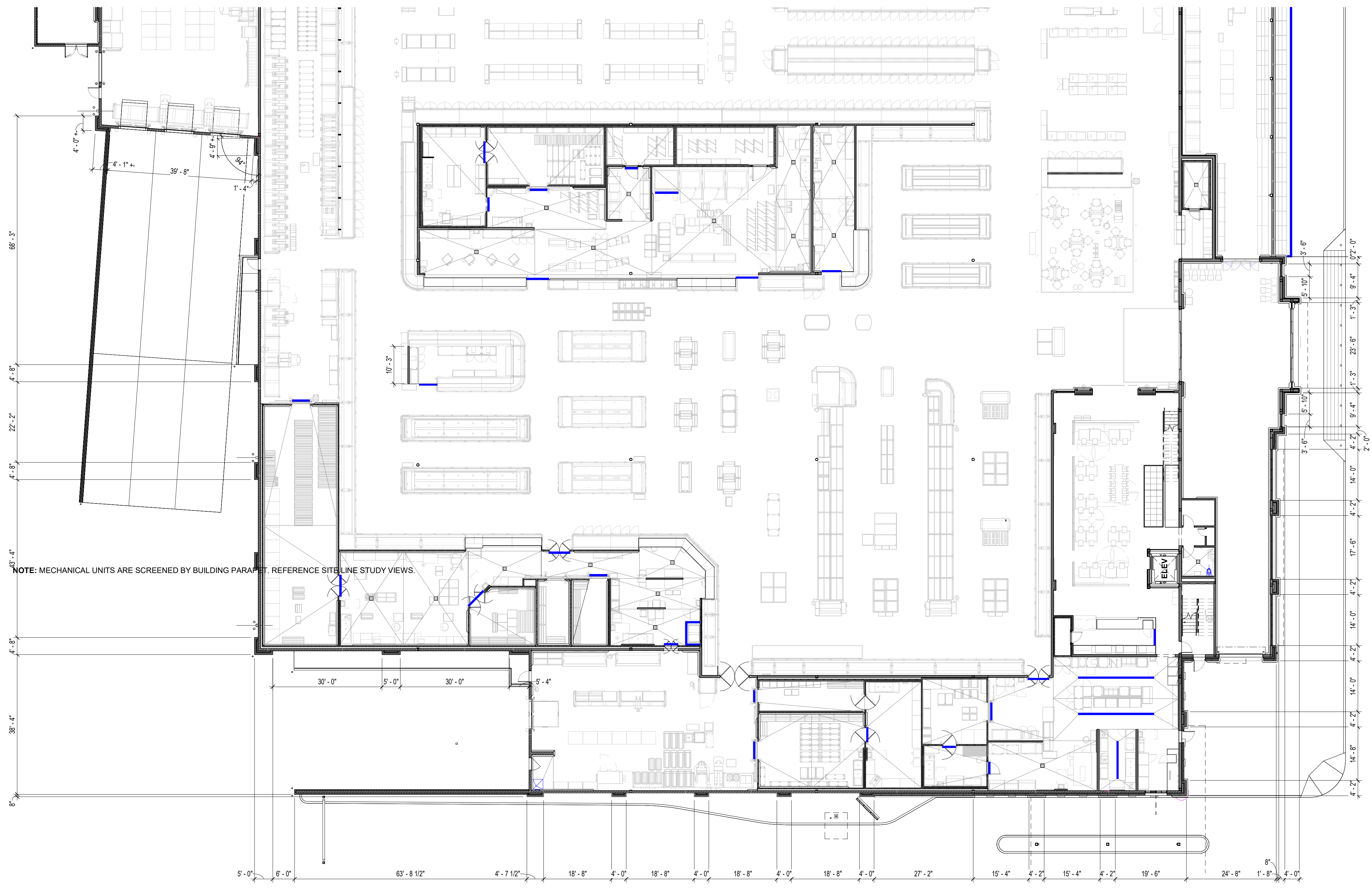
Vertical sidebar containing: RSP Architects, Ltd. logo; H-E-B logo; FACADE PLAN; H-E-B PROSPER | CORP # 809; 75220 Frontier Pkwy | Prosper, Texas 75078; SHEET NO. 03; SCALE: AS INDICATED; CONSULT: PROJ. NO. 3443.000.00; DATE: 12-18-2023; SHEET NO. 03; Page 222.



1 OVERALL EXTERIOR EAST ELEVATION - SIDE
1/16" = 1'-0"



2 OVERALL EXTERIOR EAST ELEVATION - SIDE ARTICULATION
1/16" = 1'-0"



3 EAST ELEVATION - REAR FOOTPRINT
1/16" = 1'-0"

TOWN OF PROSPER ARCHITECTURAL ARTICULATION

- ALL BUILDINGS SHALL BE DESIGNED TO INCORPORATE A FORM OF ARCHITECTURAL ARTICULATION EVERY 30 FEET, BOTH HORIZONTALLY ALONG EACH WALL'S LENGTH AND VERTICALLY ALONG EACH WALL'S HEIGHT. ACCEPTABLE ARTICULATION MAY INCLUDE THE FOLLOWING:
 - CANOPIES, AWNINGS, OR PORTICOES;
 - ARCADES;
 - LOGGIA;
 - LOGGIA WITH WINDOWS INCLUDING A MINIMUM SILL HEIGHT OF 30 INCHES;
 - ARCHITECTURAL DETAILS (SUCH AS TILE WORK AND MOLDINGS) INTEGRATED INTO THE BUILDING FACADE;
 - ARTICULATED GROUND FLOOR LEVELS OR BASE;
 - ARTICULATED CORNER LINE;
 - INTEGRATED PLANTING OR TREES THAT INCORPORATE LANDSCAPE AND SITTING AREAS;
 - OFFSETS, REVEALS OR PROJECTING RIB USED TO EXPRESS ARCHITECTURAL OR STRUCTURAL BAYS; OR
 - VARIABLE ROOF HEIGHTS.
- ALL BUILDINGS SHALL BE DESIGNED TO INCORPORATE A FORM OF WINDOW ARTICULATION. ACCEPTABLE ARTICULATION MAY INCLUDE THE FOLLOWING:
 - DETAILED PATTERNED MULLIONS
 - GLASS CURBS FROM WALL MIN. EIGHT INCHES
 - PROJECTED AWNINGS/SCREENS
 - WATER TABLE IN LIEU OF FLOOR TO CEILING GLASS
 - ARTICULATED LEVEL (IE. SOLIDER COURSE IN BRICK OR MATERIAL CHANGE EPS OR CAST STONE WITH MIN. 10' PROJECTION); E. SOLIDER COURSE IN BRICK OR MATERIAL CHANGE EPS OR CAST STONE WITH MIN. 10' PROJECTION); F. CAST STONE SURROUND ON ENTIRE WINDOW

EXTERIOR FINISH LEGEND

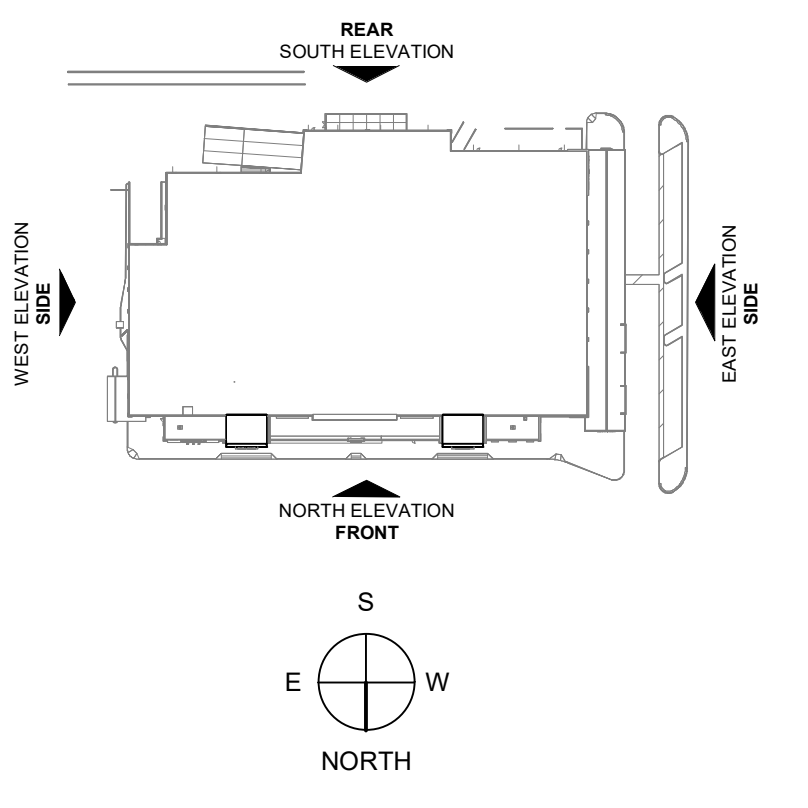
CODE	MATERIAL	COLOR (BASIS OF DESIGN)
MASONRY		
BR-1	FACE BRICK - MODULAR SIZE, RUNNING BOND	FALL CREEK (ACME BRICK)
BR-2	GLAZED BRICK - MODULAR SIZE, RUNNING BOND	EQUAL MIX OF GLACIER BLUE, TRITON & KEY WEST (BELDEN BRICK)
CMU-1	BURNISHED ARCHITECTURAL CMU	AUSTIN LIMESTONE (AUSTIN BLOCK)
CMU-2	BURNISHED ARCHITECTURAL CMU	MODIA (AUSTIN BLOCK)
CMU-3	BURNISHED ARCHITECTURAL CMU	FRIO (TEXAS BUILDING PRODUCTS)
STN-1	NATURAL LIMESTONE - RANDOM MASHLAR	BLACKSON GOLD (BLACKSON BRICK CO.)
STN-2	NATURAL LIMESTONE - HONED	EQUAL MIX OF BLACKSON CREAM & BLACKSON WHITE (BLACKSON GOLD) (BLACKSON BRICK CO.)
METAL		
MP-1	ACM PANELS	DARK BRONZE
MP-2	CORRUGATED METAL "S" PANELS	TORNADO - PPG 1009-2 SILVER STATE - PPG 1009-3 GREY STONE - PPG 1009-4
PC-1	PANELIZED FIBER CEMENT CLADDING SYSTEM	VINTAGEWOOD - CEDAR (NICHAN)
STL-1	PAINTED EXPOSED STRUCTURAL STEEL	BLACK MAGIC - PPG 1001-7
EFS		
EFS-1	EXTERIOR INSULATION FINISHING SYSTEM	PAINTED PT-1
PAINT		
PT-1	PAINT	LIGHT BEIGE PPG1086-2 (BRANDED PEARS)
PT-2	PAINT	CUSTOM BY BEHR CURBSIDE BLUE
PT-3	PAINT	HEB RED
MISC		
SF-1	ALUMINUM STOREFRONT SYSTEM	DARK BRONZE ALUMINUM FINISH, GLAZING: CRYSTAL GRAY CLEAR - 9% VLT (GUARDIAN)
SF-2	ALUMINUM STOREFRONT SYSTEM	DARK BRONZE ALUMINUM FINISH, GLAZING: CRYSTAL GRAY CLEAR - 9% VLT (GUARDIAN)
PC-1	PRE-CAST STONE CAPS	STANDARD GRAY

EAST ELEVATION - 9,404 SF

GLASS & DOORS = 439 SF, STL-1 & MP-1 (FRM) = 294 SF				NET SQUARE FOOTAGE = 8,992 SF	
MASONRY MATERIALS	CODE	SF	PERCENTAGE	TOTAL PERCENTAGE	
STONE	STN-1	1,739	20.0%		
STONE CAP	PC-1	86	1.0%		
MASONRY	CMU-1	2,799	32.2%	8,286 SF	
MASONRY	CMU-2	1,593	18.3%	99.4%	
MASONRY	BR-1	2,079	23.9%		
SECONDARY MATERIALS					
EFS	EFS	397	4.7%	397 SF	
TOTAL				8,692 100% 100%	

ARTICULATION LEGEND

- VERTICAL ARTICULATION (Red dashed line)
- HORIZONTAL ARTICULATION (Blue dashed line)



PROJECT # DEVAPP-23-0180
H.E.B. PROSPER - STORE
16.933 ACRES
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SEPTEMBER, 2023

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1903 CENTRAL DRIVE, SUITE #406 (817) 281-0572
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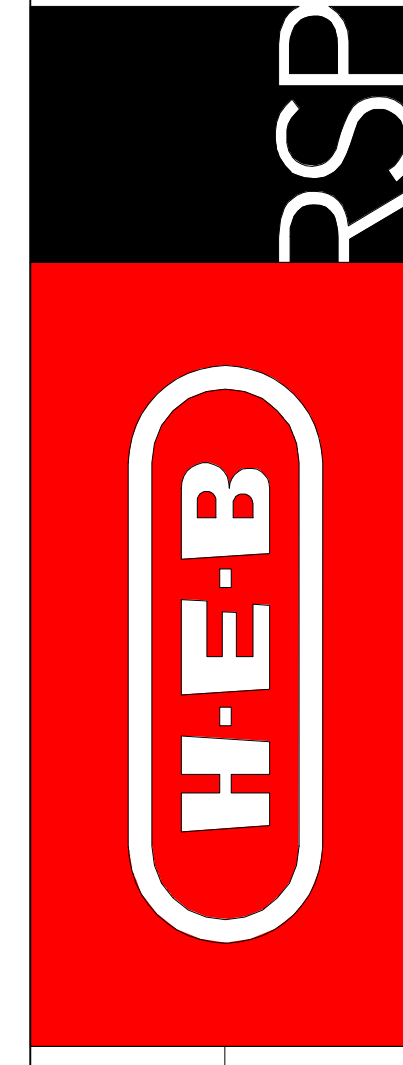
TOWN OF PROSPER GENERAL NOTES

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- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

TOWN APPROVAL

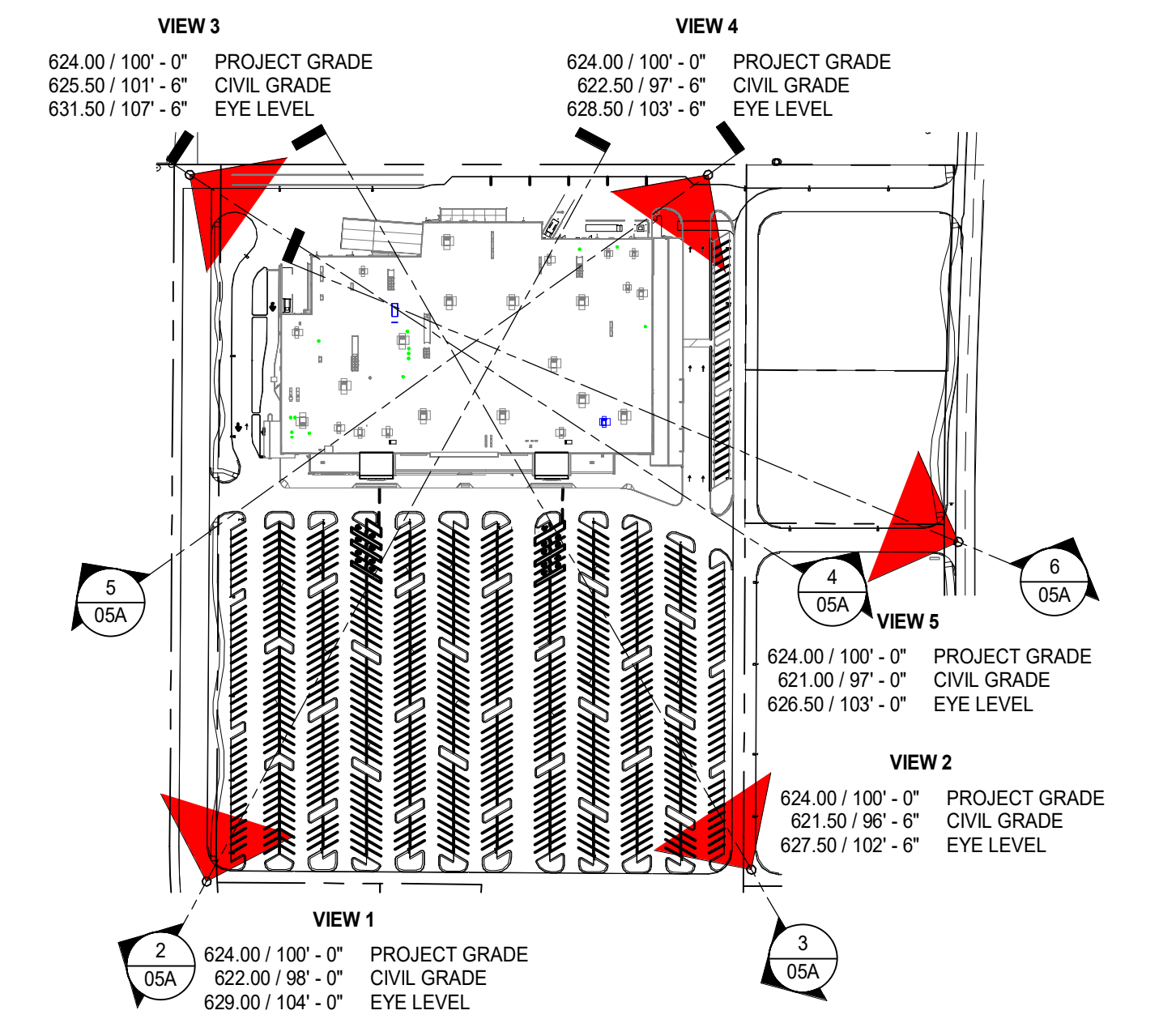
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RSP Architects, Ltd.
600 W. 4th Street, Suite 100
Fort Worth, TX 76102
817.277.8585
www.rsparch.com

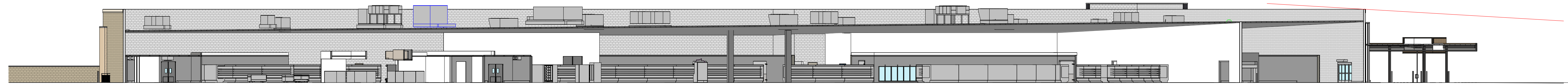


FACADE PLAN
H-E-B PROSPER | CORP # 809
75220 Frontier Pkwy | Prosper, Texas 75078
SHEET NO. 04

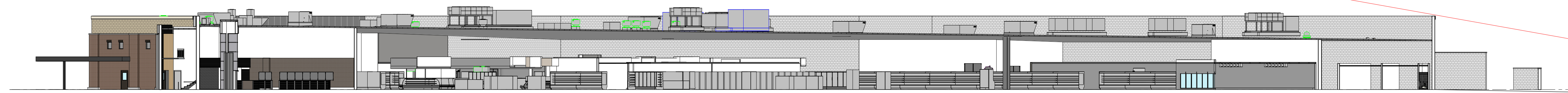
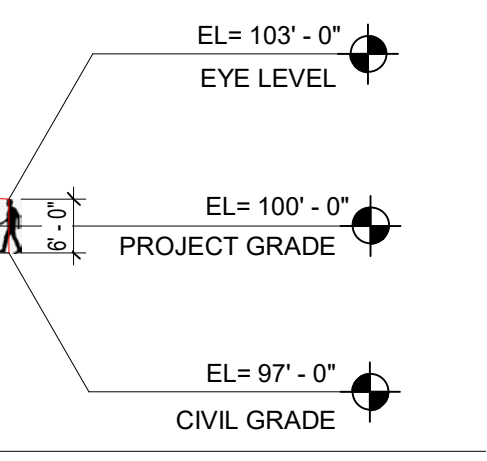
SITE LINE STUDY



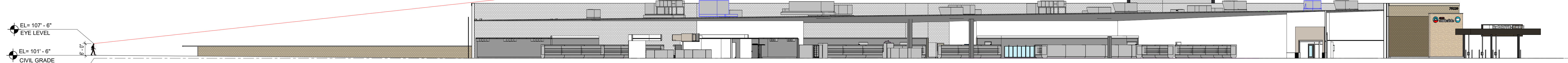
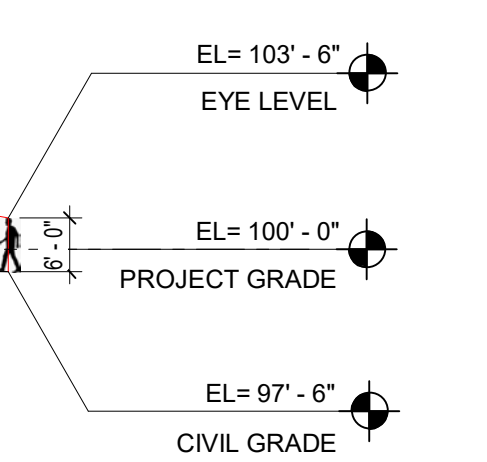
1 SITE PLAN - SIGHT LINE STUDY
 1" = 200'-0"



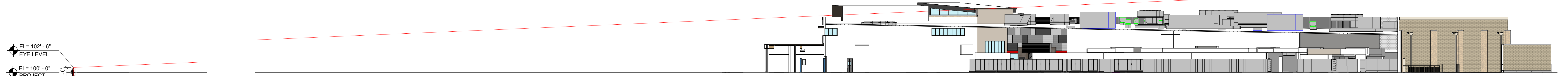
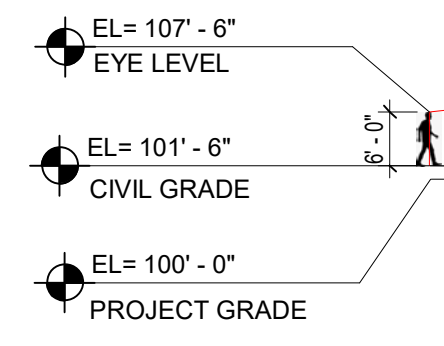
6 SITE LINE SECTION - VIEW 5
 3/84" = 1'-0"



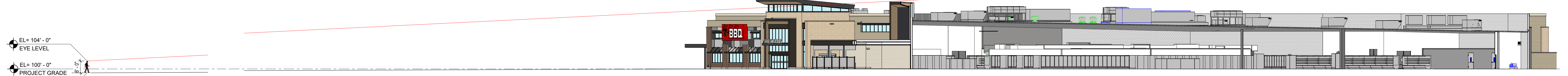
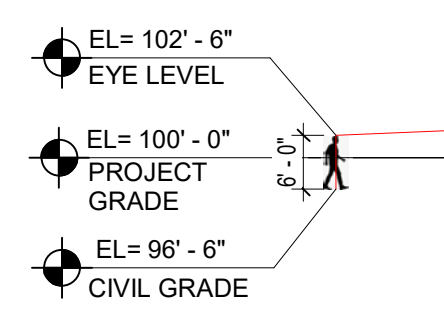
5 SITE LINE SECTION - VIEW 4
 3/84" = 1'-0"



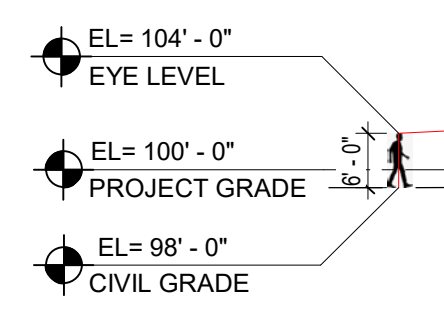
4 SITE LINE SECTION - VIEW 3
 3/84" = 1'-0"



3 SITE LINE SECTION - VIEW 2
 3/84" = 1'-0"



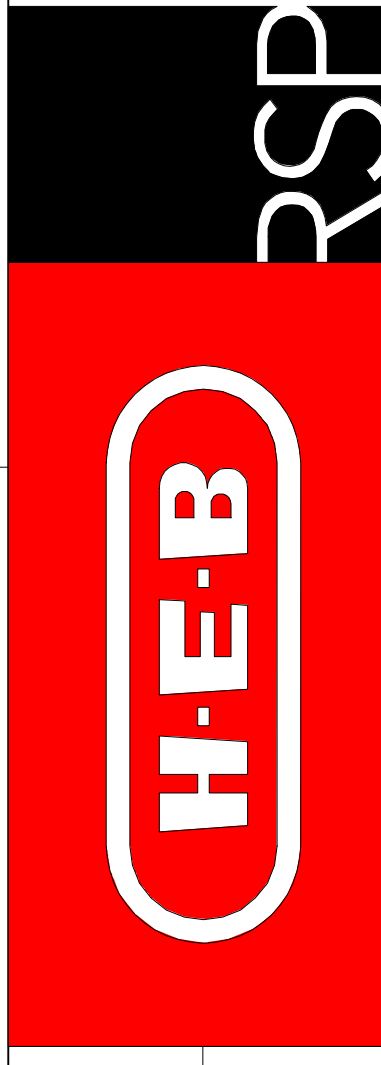
2 SITE LINE SECTION - VIEW 1
 3/84" = 1'-0"



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Date	Description	Revision

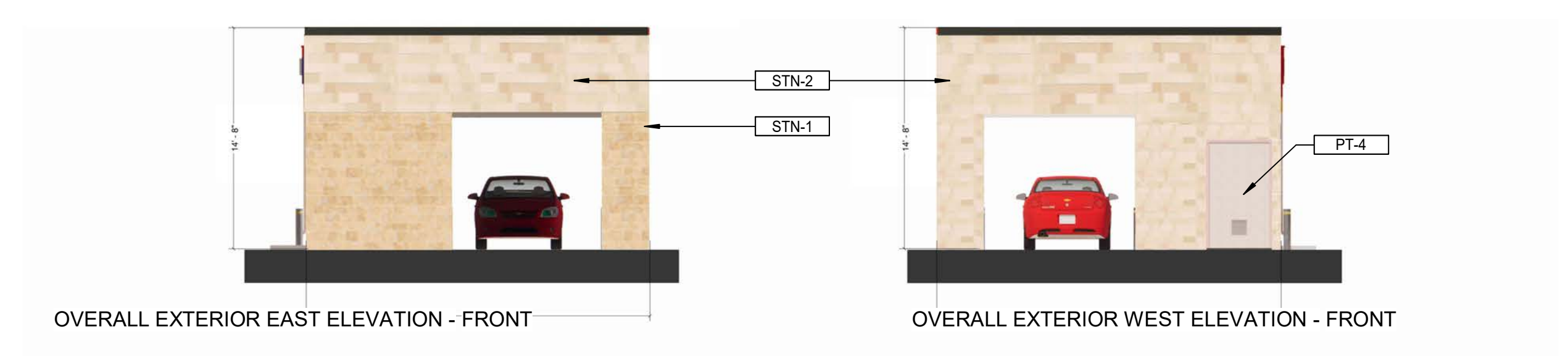
RSP Architects
 600 W. 6th Street, Suite 100
 Fort Worth, TX 76102
 817.335.0340 main
 www.rsparch.com



SITE LINE STUDY - SECTIONS
 H-E-B PROSPER | CORP # 609
 75220 Frontier Pkwy | Prosper, Texas 75078

SCALE: AS INDICATED
 CONSULT: 3443.000.00
 DATE: 12-18-2023
 SHEET NO. 05A

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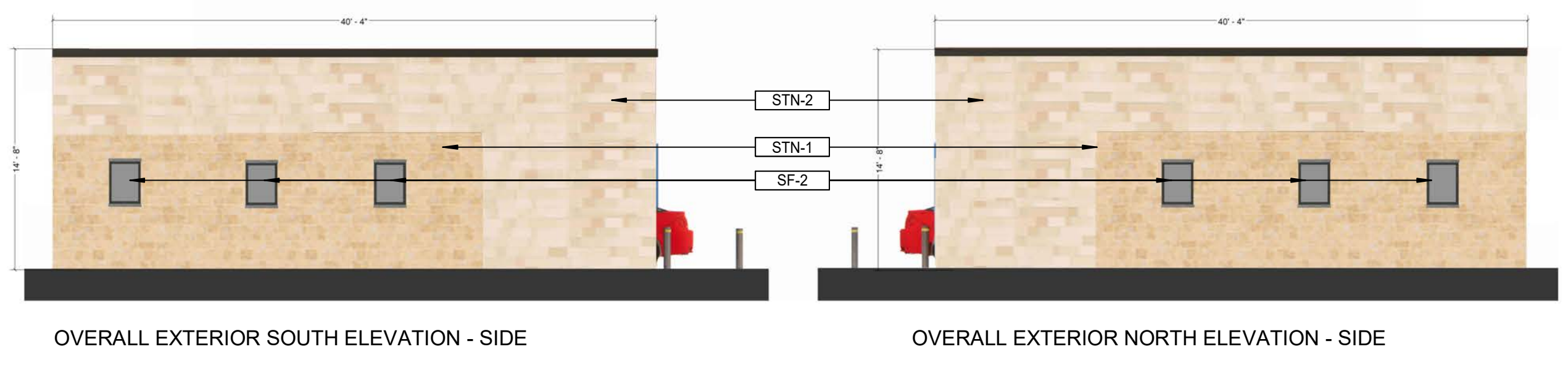


BACK ELEVATION EAST - 338 SF

GLASS & DOORS = 84 SF		NET SQUARE FOOTAGE = 244 SF	
MATERIAL	CODE	SF	PERCENTAGE
STONE	STN-1 & 2	233	95.5%
METAL COPING	MC-1	11	4.5%
TOTAL		244	100%

FRONT ELEVATION WEST - 338 SF

GLASS & DOORS = 126 SF		NET SQUARE FOOTAGE = 212 SF	
MATERIAL	CODE	SF	PERCENTAGE
STONE	STN-2	201	94.8%
METAL COPING	MC-1	11	5.2%
TOTAL		212	100%



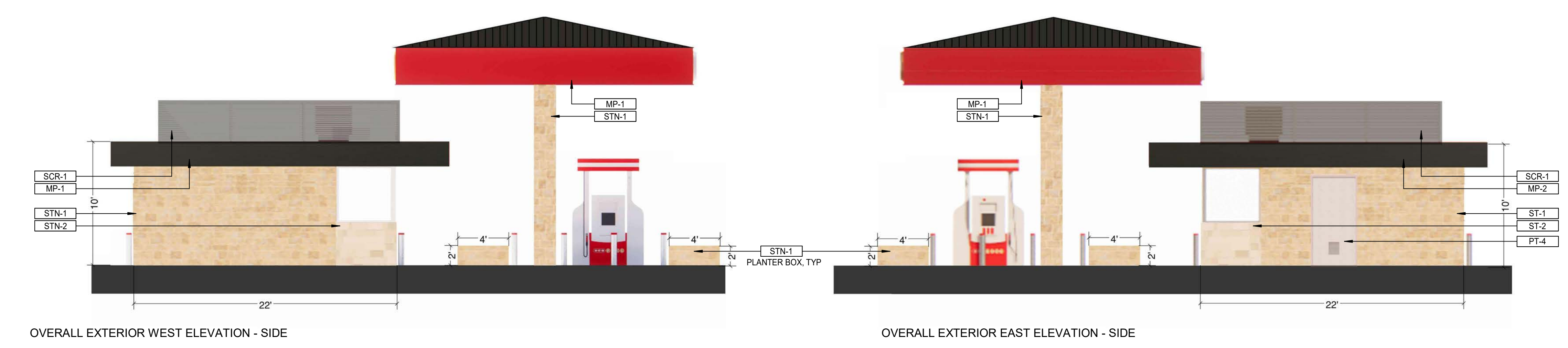
SIDE ELEVATION SOUTH - 597 SF

GLASS & DOORS = 16 SF		NET SQUARE FOOTAGE = 581 SF	
MATERIAL	CODE	SF	PERCENTAGE
STONE	STN-1 & 2	562	96.7%
METAL COPING	MC-1	19	3.3%
TOTAL		581	100%

SIDE ELEVATION NORTH - 597 SF

GLASS & DOORS = 16 SF		NET SQUARE FOOTAGE = 581 SF	
MATERIAL	CODE	SF	PERCENTAGE
STONE	STN-1 & 2	562	96.7%
METAL COPING	MC-1	19	3.3%
TOTAL		581	100%

2 CAR WASH ELEVATIONS
3/16" = 1'-0"

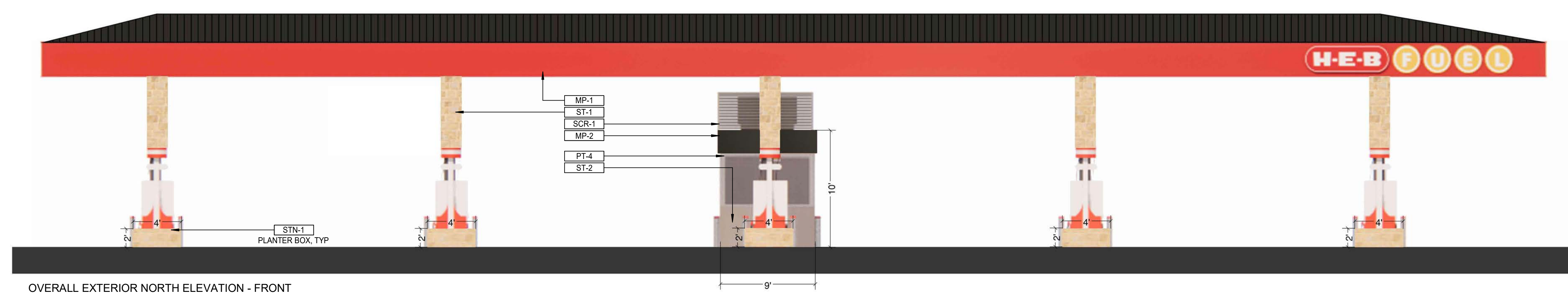


KIOSK SIDE ELEVATION WEST - 223 SF

GLASS & DOORS & MP-2 (Trim) = 74 SF		NET SQUARE FOOTAGE = 149 SF	
MATERIAL	CODE	SF	PERCENTAGE
STONE	STN-1 & 2	149	100%
TOTAL		149	100%

KIOSK SIDE ELEVATION EAST - 223 SF

GLASS & DOORS & MP-2 (Trim) = 99 SF		NET SQUARE FOOTAGE = 124 SF	
MATERIAL	CODE	SF	PERCENTAGE
STONE	STN-1 & 2	124	100%
TOTAL		124	100%



KIOSK FRONT ELEVATION NORTH - 87 SF

GLASS & DOORS & MP-2 (Trim) = 56 SF		NET SQUARE FOOTAGE = 31 SF	
MATERIAL	CODE	SF	PERCENTAGE
STONE	STN-2	31	100%
TOTAL		31	100%

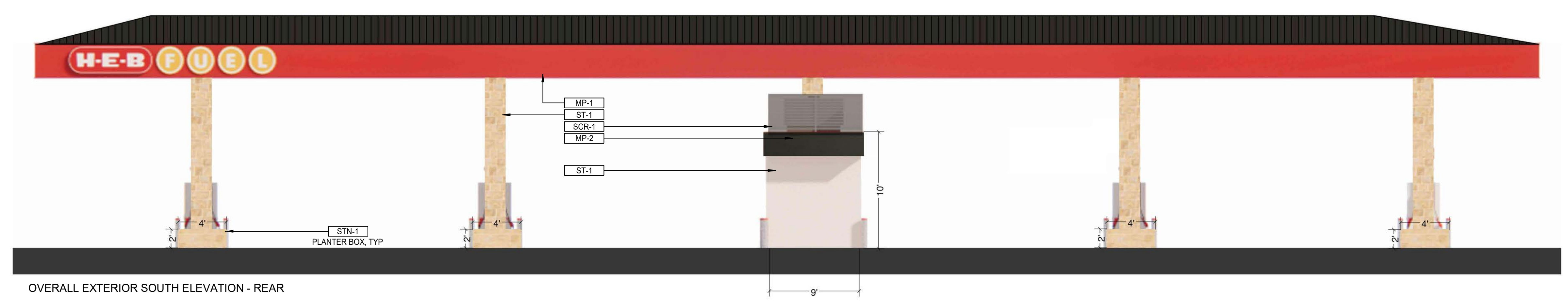
PROJECT # DEVAPP-23-0180
H.E.B. PROSPER - STORE
16.933 ACRES
FRONTIER RETAIL CENTER, BLOCK A | LOT 6
AN ADDITION TO THE TOWN OF PROSPER
COLLIN COUNTY, TEXAS
SEPTEMBER, 2023

H.E.B. LP OWNER
643 S. MAIN (210) 938-8000
SAN ANTONIO, TEXAS 75002

CLAYMOORE ENGINEERING ENGINEER
1903 CENTRAL DRIVE, SUITE #406 (817) 281-0572
BEDFORD, TEXAS 76021

CONTACT: JOHN ROSE

CONTACT: DREW DONOSKY



KIOSK REAR ELEVATION SOUTH - 87 SF

GLASS & DOORS & MP-2 (Trim) = 17 SF		NET SQUARE FOOTAGE = 70 SF	
MATERIAL	CODE	SF	PERCENTAGE
STONE	STN-1	70	100%
TOTAL		70	100%

EXTERIOR FINISH LEGEND

CODE	MATERIAL	MATERIAL
MASONRY		
STN-1	STONE	NATURAL LIMESTONE
STN-2	STONE	NATURAL LIMESTONE
METAL		
MP-1	PREFINISH METAL	LANE ACM HEB TX RED
MP-2	PREFINISH METAL	DARK BRONZE
MC-1	METAL COPING	DARK BRONZE
PAINT		
PT-4	PAINT	PPG SOUTHERN BREEZE 1007-2
MISC		
SCR-1	METAL SCREENING	SH 7002 DOWNY
PC-1	PRE-CAST STONE CAPS	STANDARD GRAY
SF-2	ALUMINUM STOREFRONT SYSTEM	DARK BRONZE ALUMINUM FINISH, GLAZING, CRYSTAL GRAY-CLEAR - 9% VLT (GUARDIAN)

TOWN OF PROSPER GENERAL NOTES

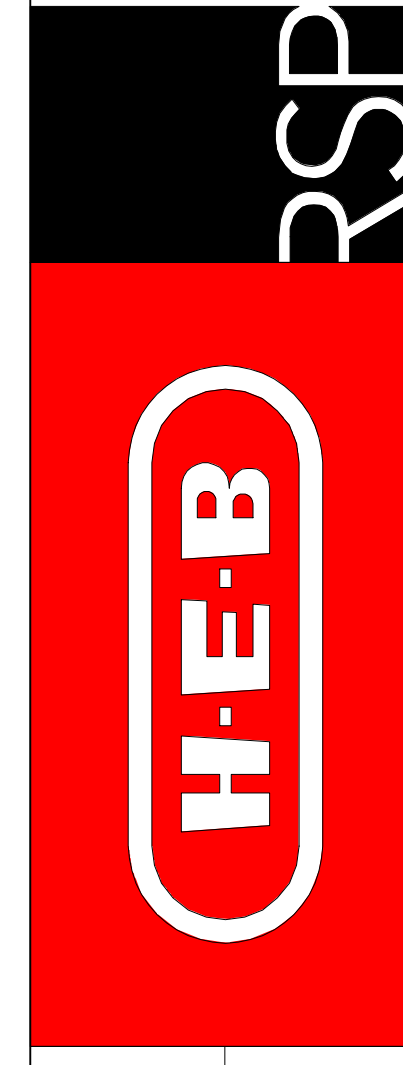
- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE PAINTED TO MATCH THE BUILDING.
- WHEN PERMITTED, EXPOSED UTILITIES BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- WINDOWS SHALL HAVE A MINIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

TOWN APPROVAL

1 FUEL STATION ELEVATIONS
3/16" = 1'-0"

Revision	Description	Date

RSP Architects, Ltd.
600 W. 4th Street, Suite 100
Fort Worth, TX 76102
817.200.0340 main
817.277.8858 fax
www.rsparch.com



FUEL STATION FACADE PLAN
H-E-B PROSPER | CORP # 809
75220 Frontier Pkwy | Prosper, Texas 75078

SCALE: AS INDICATED
CONSUL. PROJ. NO.: 3443.000.00
DATE: 12-18-2023
SHEET NO. 08

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Prosper, Texas (“Town”), and Metten Real Estate, L.P., a Texas Limited Partnership (“Owner”) (individually, a “Party” and collectively, the “Parties”) to be effective (the “Effective Date”) on the latest date executed by a Party.

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

WHEREAS, Owner is developing an approximate 74.3-acre tract in the Town (the “Property”), a legal description of which is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, a portion of the foregoing Property (identified as Tract 2) was rezoned by the Town Council on or about April 27, 2021, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Owner’s reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein; and

WHEREAS, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property structures in accordance with the provisions and standards reflected in this Agreement; and

WHEREAS, subject to the terms of this Agreement, Owner further agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any business enterprises engaging in those businesses referenced in Section 2 below.

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

1. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the applicable requirements contained in Exhibit B, “Architectural Standards and Building Materials,” attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Certain Business Establishments Prohibited. Owner agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending

businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, as to Tract 2 of the Property (legally described on Exhibit A attached hereto), Owner agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

3. Cross Access Right-of-Way in Lakes of Prosper North; Fences. The Parties agree and acknowledge that there exists public right-of-way extending from Waterview Drive in the Lakes of Prosper North to Tract 2 of the Property and since no cross access will be allowed from the Lakes of Prosper North to the Property, Owner has agreed to assist the Lakes of Prosper North Homeowners Association, or other responsible/affected parties, make application with the Town for the abandonment of said right-of-way, and pay the costs associated with such abandonment. Further, Owner shall endeavor to maintain an eight foot (8') fence, board-on-board, with a cap, on the north side of the Lakes of Prosper North subdivision.

4. Covenant Running with the Land. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Owner and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other owners of the Property, regardless of whether this Agreement is expressly referenced therein.

5. Applicability of Town Ordinances. Owner shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

6. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in

accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

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

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

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

If to Owner: Metten Real Estate, L.P.
 4872 Nashwood Lane
 Dallas, Texas 75244
 Attention: Christian Metten

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

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

11. Waiver of Texas Government Code § 3000.001 et seq. With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

12. Time. Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

13. **Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

14. **Rough Proportionality.** Owner hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Owner hereby waives any claim therefor that it may have. Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Owner and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

15. **Exactions/Infrastructure Costs.** Owner has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

16. **Savings/Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

17. **Binding Agreement.** A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

18. **Authority to Execute.** This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Owner warrants and represents

that the individual executing this Agreement on behalf of Owner has full authority to execute this Agreement and bind Owner to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

19. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

20. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

21. Notification of Sale or Transfer; Assignment of Agreement. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

22. Sovereign Immunity. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

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

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

25. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

26. **Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor owner of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

27. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

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

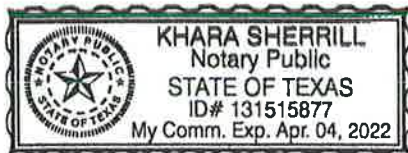
TOWN:

THE TOWN OF PROSPER, TEXAS

By: [Signature]
Name: Harlan Jefferson
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 27th day of May, 2021, by Harlan Jefferson, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.



[Signature]
Notary Public, State of Texas
My Commission Expires: 4-4-2022

OWNER:

METTEN REAL ESTATE, L.P.

By: Metten Properties, Inc., a Texas Corporation, General Partner

By: C.T. Metten
Name: Christian T. Metten
Title: Managing Partner

STATE OF TEXAS)
)
)
COUNTY OF Dallas)
)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 20 day of May, 2021, by Christian Metten in his capacity as Managing Partner of Metten Properties, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Owner.

Holly Robertson
Notary Public, State of Texas
My Commission Expires: 7/10/21



EXHIBIT A
(Property Description)

EXHIBIT A-1

(Eastern Portion of Tract 2 of the Property)

EXHIBIT B

ARCHITECTURAL STANDARDS AND BUILDING MATERIALS

- A. All exterior facades for a main building or structure, excluding glass windows and doors, shall be constructed of one hundred (100%) percent masonry. Masonry Construction constitutes clay fired brick, natural and manufactured stone, granite, and marble as exterior construction materials for all structures. Other permitted exterior construction materials for big box, institutional, and industrial structures are architectural concrete block, tilt wall concrete panels, sealed and painted split faced concrete block, and high impact exterior insulation and finish systems (EIFS). Stucco and High impact EIFS is only permitted when installed a minimum of nine feet (9') above grade at the base of the wall on which it is installed.
- B. Secondary materials used on the façade of a building are those that comprise a total of ten percent (10%) or less of an elevation area. Permitted secondary materials are all primary materials, aluminum or other metal, cedar or similar quality decorative wood, stucco and high impact exterior insulation and finish systems (EIFS).
- C. No single material shall exceed eighty percent (80%) of an elevation area. A minimum of twenty percent (20%) of the front façade and all facades facing public right-of-way shall be natural or manufactured stone. A minimum of ten percent (10%) of all other facades shall be natural or manufactured stone.
- D. All buildings with a footprint of less than ten thousand (10,000) square feet and located 100 feet or less from a residential zoning district shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof. All sloped roofs shall have a six (6) in twelve (12) inch minimum slope. All buildings with a footprint of less than ten thousand (10,000) square feet and located 100 feet or greater from a residential zoning district shall incorporate a pitched, gabled, mansard, hipped, or otherwise sloped roof, or a flat roof with an articulated parapet wall or cornice. Wood shingles are prohibited. Composition shingles are allowed provided they have architectural detail and a minimum 30-year life.
- E. All buildings with a footprint of ten thousand (10,000) square feet and greater shall incorporate sloped roof elements including, but not limited to pitched roofs on towers or arcades, sloped awnings, sloped parapets. Flat roofs are permitted with an articulated parapet wall or cornice in place of the required sloped roof elements. The sloped elements shall be provided along a minimum of sixty percent (60%) of each wall's length. All sloped roof elements shall have a six (6) in twelve (12) inch minimum slope. Wood shingles are prohibited. Composition shingles are allowed provided they have architectural detail and a minimum 30-year life.
- F. All buildings shall be designed to incorporate a form of architectural articulation every thirty feet (30'), both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:
- Canopies, awnings, or porticos;
 - Recesses/projections;
 - Arcades;
 - Arches;

- Display windows, including a minimum sill height of thirty inches (30”);
 - Architectural details (such as tile work and moldings) integrated into the building facade;
 - Articulated ground floor levels or base;
 - Articulated cornice line;
 - Integrated planters or wing walls that incorporate landscape and sitting areas;
 - Offsets, reveals or projecting rib used to express architectural or structural bays; or
 - Varied roof heights.
- G. All buildings shall be designed to incorporate a form of window articulation. Acceptable articulation may include the following:
- Detailed/patterned mullions
 - Glass depth from wall min. 8”
 - Projected awnings/sunshades
 - Water table in lieu of floor to ceiling glass
 - Articulated lintel (i.e. soldier course in brick or material change EIFS or cast stone with min. ½” projection)
 - Articulated sill (i.e. soldier course in brick or material change EIFS or cast stone with min. ½” projection)
 - Cast stone surrounds on entire window
- H. All buildings constructed primarily of brick shall incorporate a form of brick patterning. Acceptable patterning may include those represented below, or similar subject to approval by the Director of Development Services:
- I. All buildings shall be architecturally finished on all four (4) sides with same materials, detailing, and features except the rear if two (2) rows of trees are planted on the perimeter behind the building. In this case, the architectural finish must match the remainder of the building in color only. A double row of trees on offset fifty-foot (50’) centers in a fifteen-foot (15’) landscape edge, where fifty percent (50%) of the trees are canopy evergreen trees. This is for facades that are not visible from public streets and apply to anchor buildings and attached in line spaces only. This provision does not apply to “out” buildings or pad sites.
- J. Windows shall have a maximum exterior visible reflectivity of ten percent (10%). The intent of this provision is to prevent the safety hazard of light reflecting from the windows on to adjacent roadways.
- K. All retail/commercial buildings with facades greater than two hundred feet (200’) in length shall incorporate wall plane projections or recesses that are at least six feet (6’) deep. Projections/recesses must be at least twenty-five percent (25%) of the length of the facade. No uninterrupted length of facade may exceed one hundred feet (100’) in length. This requirement does not apply to building developed and occupied entirely for office uses.
- L. All buildings within a common development shall have similar architectural styles, materials, and colors.
- M. All primary and secondary exterior building materials (exclusive of glass) shall be of natural texture and shall be neutrals, creams, or other similar, non-reflective earth tone

colors. Bright, reflective, pure tone primary or secondary colors, such as red, orange, yellow, blue, violet, or green are not permitted.

- N. Corporate identities that conflict with the building design criteria shall be reviewed on a case-by-case basis and approved by the Director of Development Services or his/her designee.
- O. Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/01/2021 12:48:36 PM
\$74.00 NPRECELLA
20210601001099590

A handwritten signature in cursive script, appearing to read "Stacey Kemp".



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Façade Plan for Gates of Prosper Phase 2

Town Council Meeting – April 30, 2024

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

Agenda Item:

Consider and act upon a request for a Façade Plan for Multifamily Buildings and a Leasing Office on Gates of Prosper, Phase 2, Block D, Lot 3, on 16.0± acres, located on the northwest corner of Bravo Way and Richland Boulevard. (DEVAPP-23-0212)

Future Land Use Plan:

The Future Land Use Plan designates this area as the Town Center District.

Zoning:

The property is zoned Planned Development-67 (Mixed-Use).

Conformance:

The Façade Plan conforms to the development standards of Planned Development-67 and must be approved by the Town Council under the conditions of the planned development.

Description of Agenda Item:

The Façade Plan represents multifamily buildings and a leasing office. Per Planned Development-67, the Façade Plan must be approved by Town Council.

Companion Item:

There is no companion item for this case.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attachments:

1. Location Map
2. Façade Plan

Town Staff Recommendation:

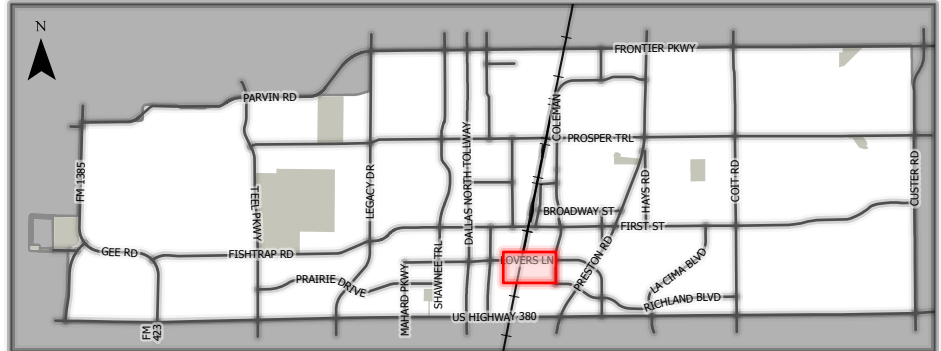
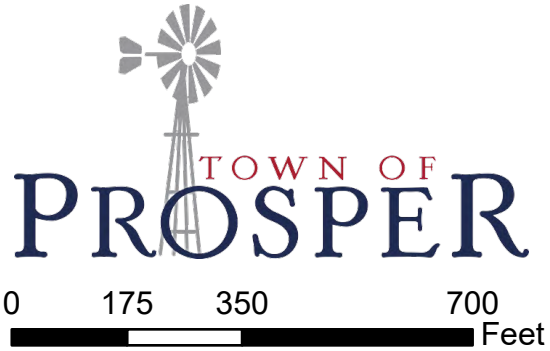
Town Staff recommends approval of the Façade Plan.

Planning & Zoning Recommendation:

The Planning & Zoning Commission unanimously recommended approval of this item by a vote of 7-0 at their meeting on April 23, 2024.

Proposed Motion:

I move to approve/deny a request for a Façade Plan for Multifamily Buildings and a Leasing Office on Gates of Prosper, Phase 2, Block D, Lot 3, on 16.0± acres, located on the northwest corner of Bravo Way and Richland Boulevard. (DEVAPP-23-0212)



This map for illustration purposes only

DEVAPP-23-0212

Gates of Prosper Phase 2
MF



REAL SEAL ONLY - SIGNED AND DATED

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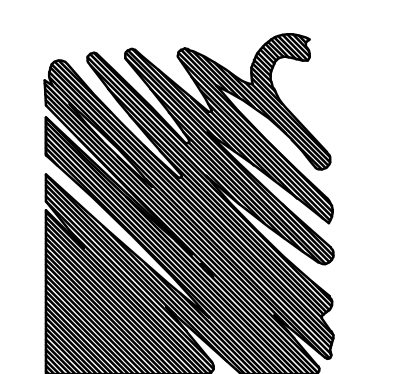
Project No. 25010
Drawn By:

FAÇADE PLAN:
APRIL 11, 2024

LEGAL DESCRIPTION
WOMACK + HAMPTON ARCHITECTS, L.L.C. HAS BEEN AUTHORIZED BY THE COLLEGE OF PROFESSIONAL ENGINEERS AND ARCHITECTS OF THE STATE OF TEXAS TO PREPARE THIS PLAN FOR THE PROJECT DESCRIBED HEREIN. THE CLIENT HAS BEEN ADVISED THAT THIS PLAN IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF W.H.A. L.L.C. THIS PLAN IS THE PROPERTY OF W.H.A. L.L.C. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF W.H.A. L.L.C. SEE PLAN PAGE 1 FOR FURTHER INFORMATION.

Gates of Prosper Multifamily II
PROSPER, TX
BLUE STAR

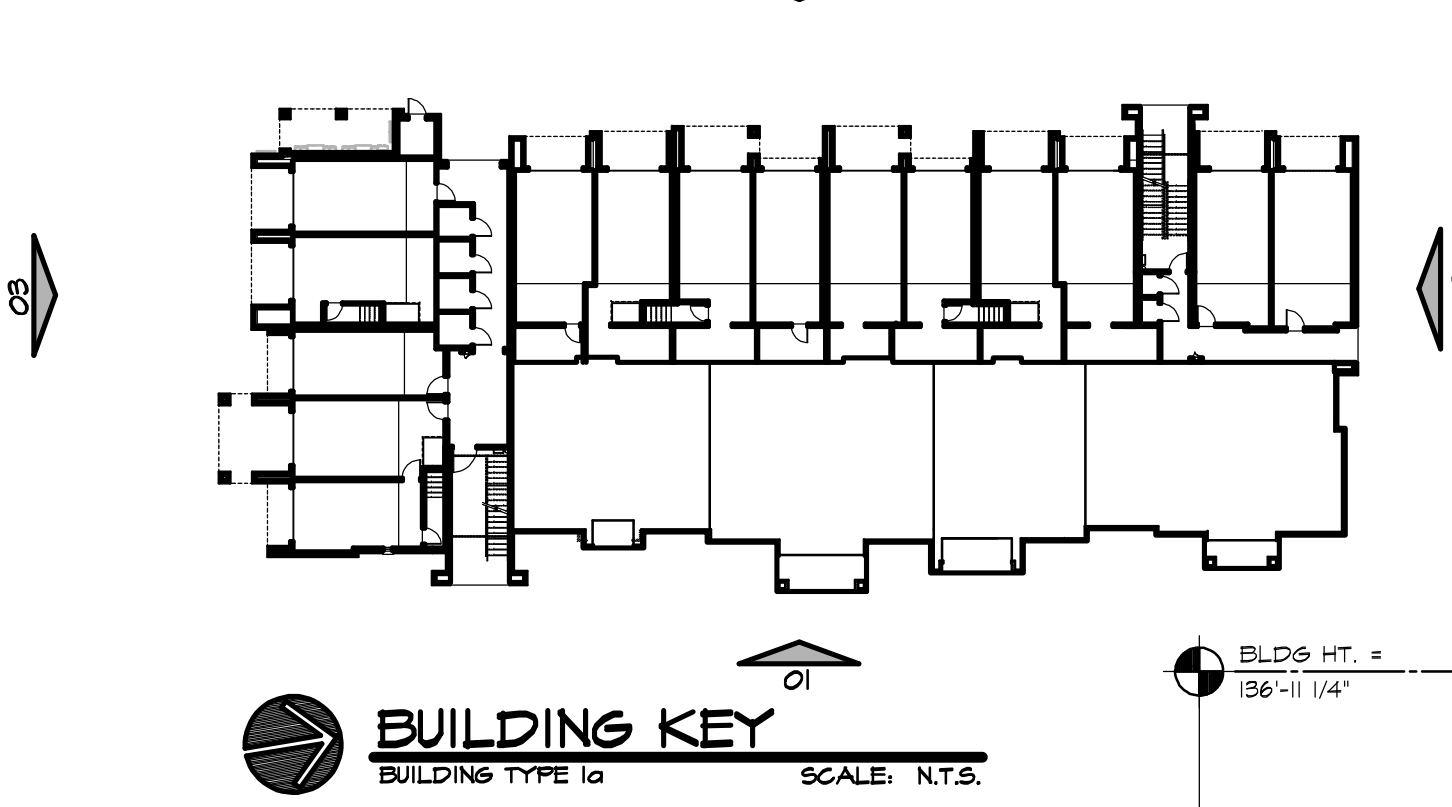
Womack + Hampton
ARCHITECTS, L.L.C.
4311 Oak Lawn Ave., Suite 500
Dallas, Texas 75246
Phone: (214) 222-2000
Fax: (214) 222-2000



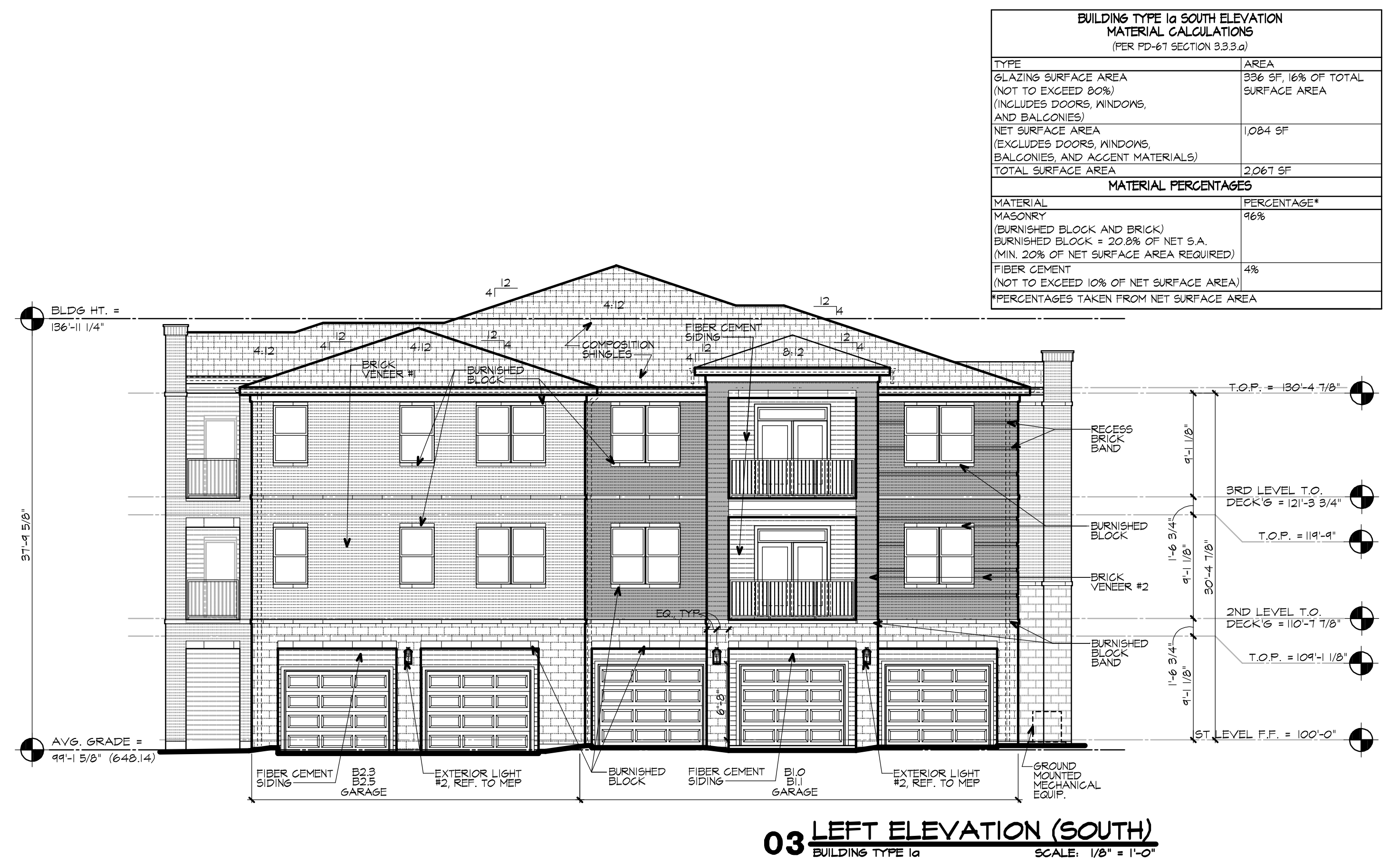
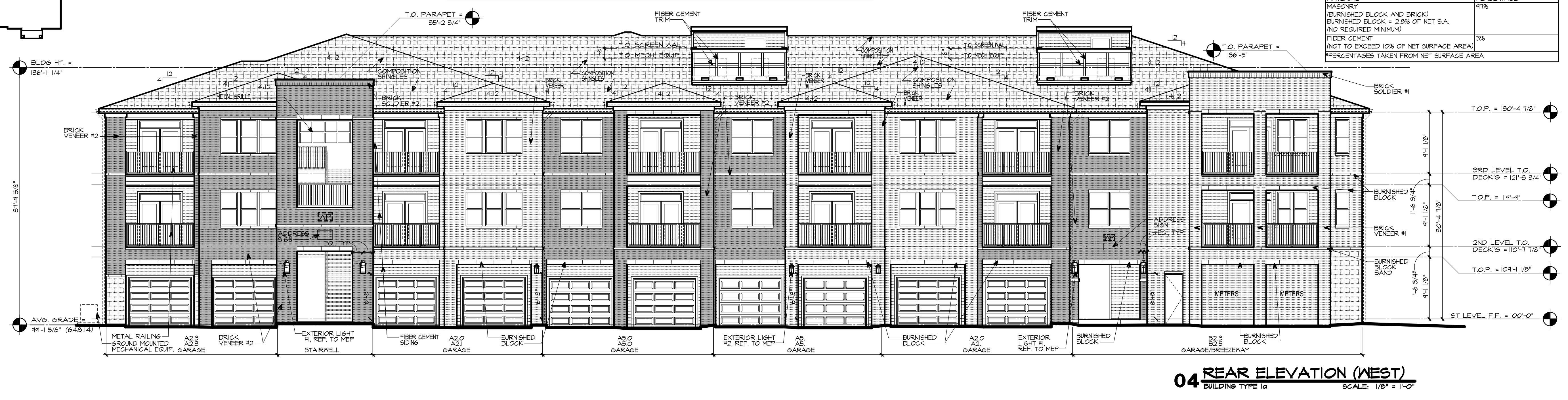
STANDARD NOTES
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3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
6. ANY DEVIATION FROM THE APPROVED FAÇADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

OWNER	APPLICANT	ARCHITECT
BLUE STAR 11000 E. 41 ST LN NORTH DALLAS, TEXAS 75244 PHONE: 214-222-2000 FAX: 214-222-2000	KIMLEY-HORN NATHAN HOSBY MAHLMANN KATHY MAHLMANN 280 EAST FAIRVIEW STREET, SUITE 100 DALLAS, TX 75201 469-992-6450	WOMACK + HAMPTON ARCHITECTS, L.L.C. JASON WOMACK JASON WOMACK/HAMPTON/COM 301 OAK LAWN AVE. SUITE 500 DALLAS, TX 75246 214-222-2000

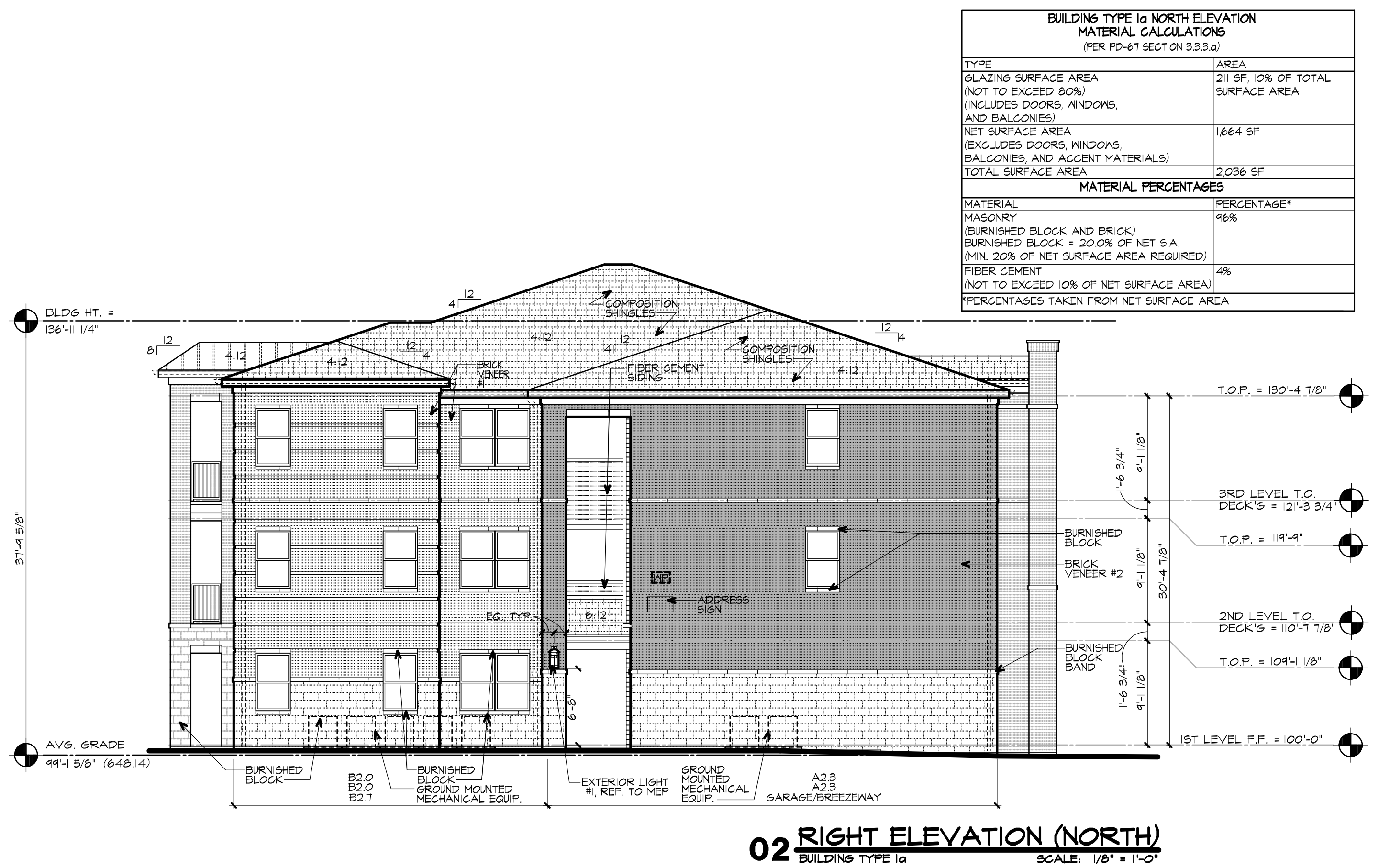
BUILDING TYPE 1a WEST ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.2)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	1092 SF, 18% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	2,671 SF
TOTAL SURFACE AREA	5,994 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK = 2.8% OF NET S.A. (NO REQUIRED MINIMUM))	97%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	3%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



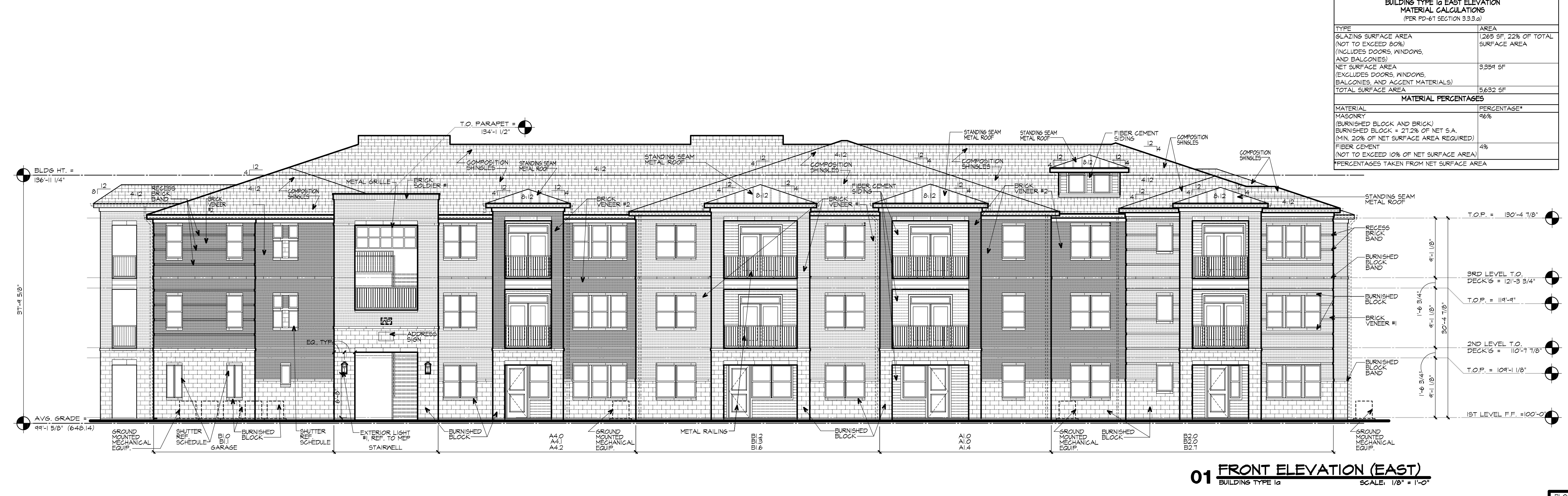
BUILDING TYPE 1a TOTAL ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.2)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	2,864 SF, 18% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	6,784 SF
TOTAL SURFACE AREA	18,584 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK = 17.7% OF NET S.A. (NO REQUIRED MINIMUM))	96%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



BUILDING TYPE 1a SOUTH ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.2)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	936 SF, 16% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1,084 SF
TOTAL SURFACE AREA	2,287 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK = 20.8% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED))	96%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



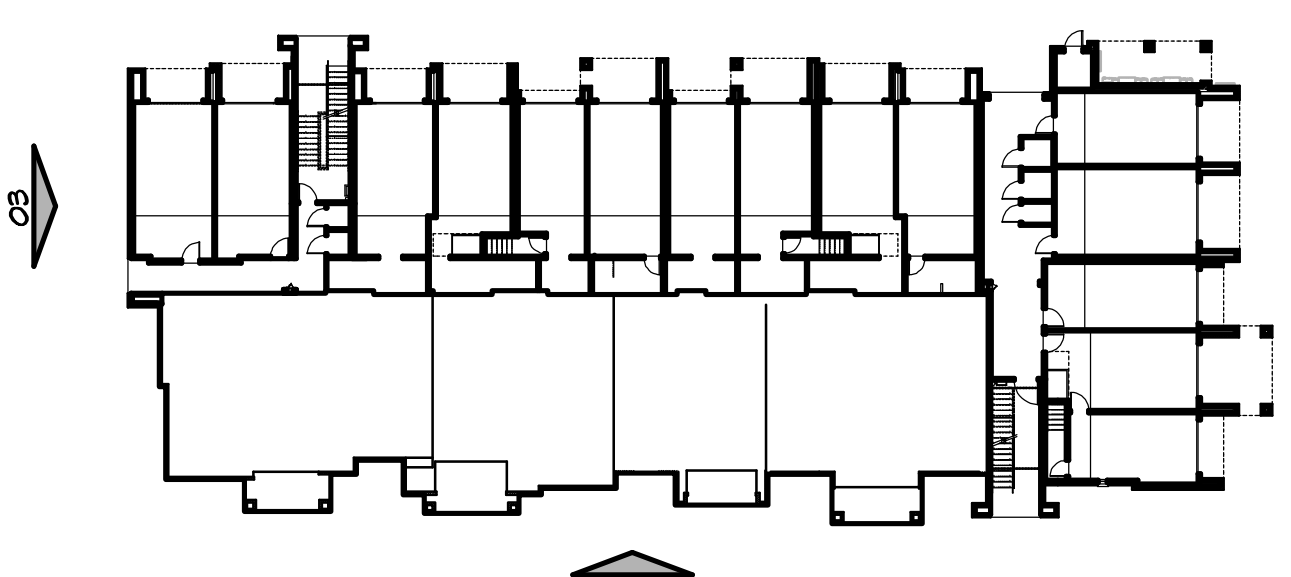
BUILDING TYPE 1a NORTH ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.2)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	211 SF, 10% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1,664 SF
TOTAL SURFACE AREA	2,236 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK = 20.0% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED))	96%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



BUILDING TYPE 1a EAST ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.2)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	1,269 SF, 22% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	5,594 SF
TOTAL SURFACE AREA	5,632 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK = 27.0% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED))	96%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
PERCENTAGES TAKEN FROM NET SURFACE AREA	

GROUND MOUNTED HVAC EQUIPMENT SHALL BE SCREENED WITH A SCREENING WALL PER ZONING ORDINANCE

BLOCK D LOT 3 TOWN PROJECT NUMBER: DEVAPP-23-0210



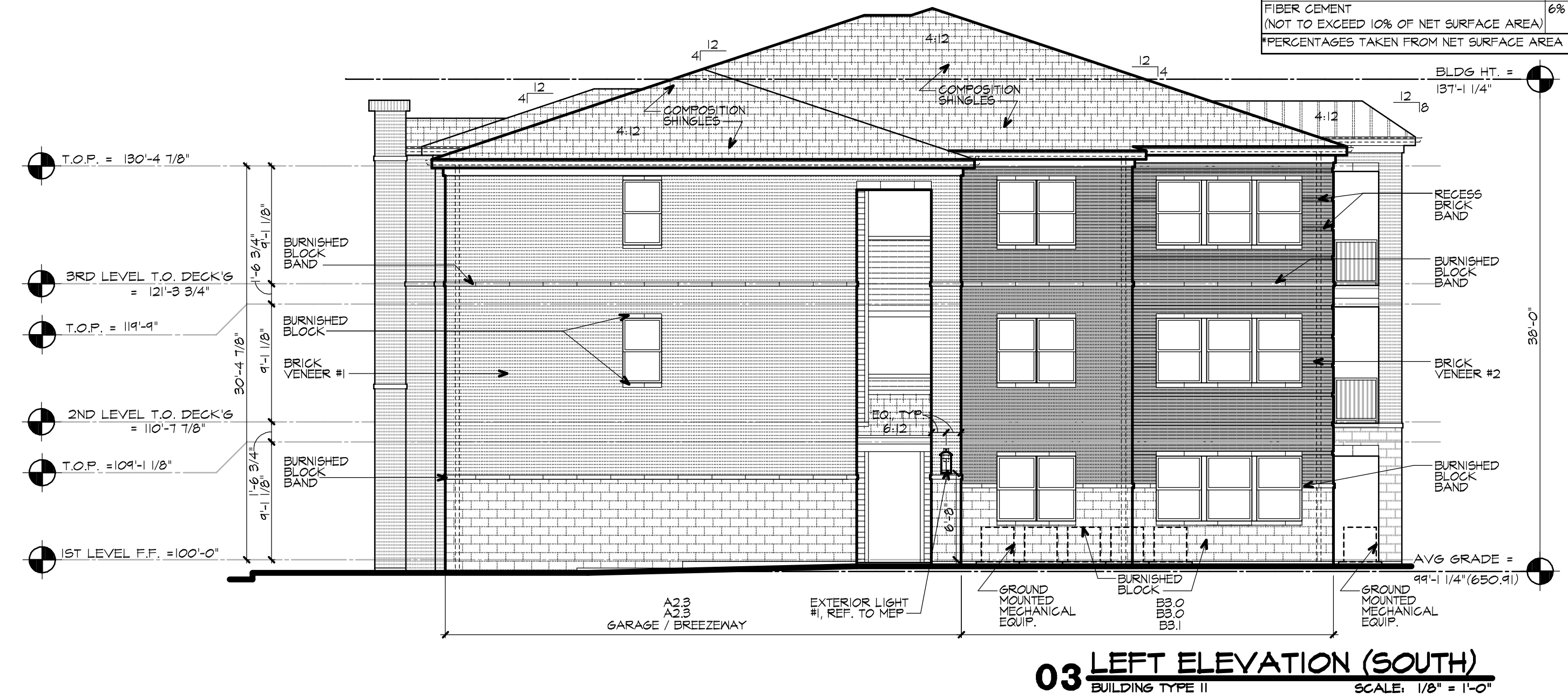
BUILDING KEY
BUILDING TYPE II
SCALE: N.T.S.

BUILDING TYPE II TOTAL ELEVATION MATERIAL CALCULATIONS (PER PD-67 SECTION 3.3.3.1)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	2,924 SF, 18% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	8,619 SF
TOTAL SURFACE AREA	15,943 SF
MATERIAL PERCENTAGES	
MASONRY (BURNISHED BLOCK AND BRICK)	46%
BURNISHED BLOCK = 17.5% OF NET S.A. (NO REQUIRED MINIMUM)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



04 REAR ELEVATION (WEST)
BUILDING TYPE II
SCALE: 1/8" = 1'-0"

BUILDING TYPE II SOUTH ELEVATION MATERIAL CALCULATIONS (PER PD-67 SECTION 3.3.3.1)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	240 SF, 14% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	645 SF
TOTAL SURFACE AREA	2,109 SF
MATERIAL PERCENTAGES	
MASONRY (BURNISHED BLOCK AND BRICK)	44%
BURNISHED BLOCK = 20.4% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	6%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



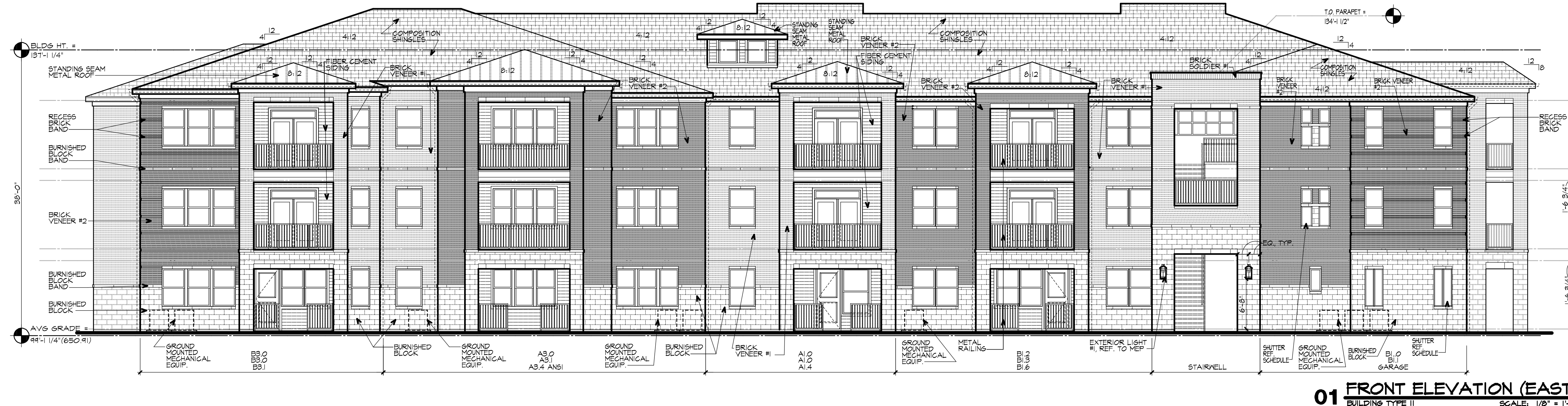
03 LEFT ELEVATION (SOUTH)
BUILDING TYPE II
SCALE: 1/8" = 1'-0"

BUILDING TYPE II NORTH ELEVATION MATERIAL CALCULATIONS (PER PD-67 SECTION 3.3.3.1)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	536 SF, 6% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1,067 SF
TOTAL SURFACE AREA	3,061 SF
MATERIAL PERCENTAGES	
MASONRY (BURNISHED BLOCK AND BRICK)	46%
BURNISHED BLOCK = 20.4% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



02 RIGHT ELEVATION (NORTH)
BUILDING TYPE II
SCALE: 1/8" = 1'-0"

BUILDING TYPE II EAST ELEVATION MATERIAL CALCULATIONS (PER PD-67 SECTION 3.3.3.1)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	1,226 SF, 22% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	5,214 SF
TOTAL SURFACE AREA	15,365 SF
MATERIAL PERCENTAGES	
MASONRY (BURNISHED BLOCK AND BRICK)	46%
BURNISHED BLOCK = 26.0% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



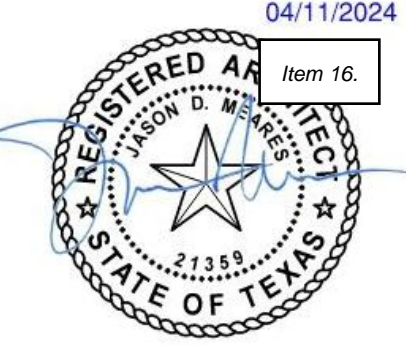
01 FRONT ELEVATION (EAST)
BUILDING TYPE II
SCALE: 1/8" = 1'-0"

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OWNER	APPLICANT	ARCHITECT
BLUE STAR NOVASCALINE KATHY MCGOY 12000701A FRESNO, TX 76804 972-441-4854	WOMACK+HAMPTON KATHY MCGOY MAILMAN JASON REARNS 200 EAST DAVIS STREET SUITE 100 DALLAS, TX 75201 469-985-0430	WOMACK+HAMPTON ARCHITECTS, L.L.C. JASON REARNS 301 OAK LAKE AVENUE SUITE 50 DALLAS, TX 75246 214-292-0007

BUILDING TYPE II WEST ELEVATION MATERIAL CALCULATIONS (PER PD-67 SECTION 3.3.3.1)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	1,075 SF, 16% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	2,681 SF
TOTAL SURFACE AREA	9,556 SF
MATERIAL PERCENTAGES	
MASONRY (BURNISHED BLOCK AND BRICK)	47%
BURNISHED BLOCK = 2.7% OF NET S.A. (NO REQUIRED MINIMUM)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	3%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



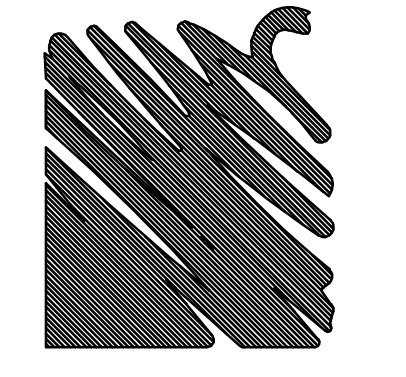
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Project No.: 23010
Drawn By:
FACADE PLAN:
APRIL 11, 2024

LEGAL DESCRIPTION
WOMACK+HAMPTON ARCHITECTS, L.L.C. 301 OAK LAKE AVENUE SUITE 50 DALLAS, TEXAS 75246
SUBJECT: 200 EAST DAVIS STREET SUITE 100, DALLAS, TEXAS 75201
PROJECT: 200 EAST DAVIS STREET SUITE 100, DALLAS, TEXAS 75201
DRAWN BY: JASON REARNS
DATE: APRIL 11, 2024

Gates of Prosper Multifamily II
PROSPER, TX
BLUE STAR

Womack+Hampton ARCHITECTS, L.L.C.
301 OAK LAKE AVENUE SUITE 50
DALLAS, TEXAS 75246
PHONE: (214) 292-0000
FAX: (214) 292-0000



PLOT DATE: 4/11/2024 PLOT TIME: 3:50 PM PLOT NAME: H:\32000\23010 Layouts\Prosper\01Elevations.rvt BLDG I ELEVATIONS.rvt



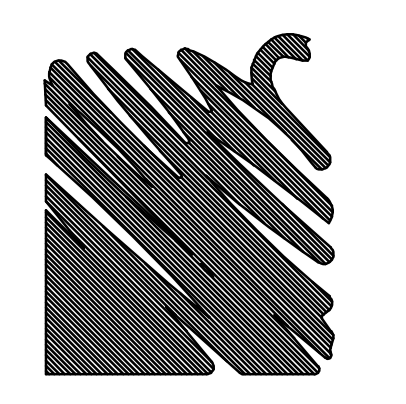
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Project No. 28010
Drawn By:
FAÇADE PLAN:
APRIL 11, 2024

LEGAL DESCRIPTION
AREAS: 2801 PRESSION # 390 L.P. ARE 183 Land
situated in the County of Tarrant, State of Texas,
containing 0.11 of the Town of Prosper, Collin County,
Texas, more particularly described as follows:
Block 3, subdivision of the Town of Prosper, Collin County, Texas,
containing 0.11 of the Town of Prosper, Collin County, Texas,
containing 0.11 of the Town of Prosper, Collin County, Texas.

Gates of Prosper Multifamily II
PROSPER, TX
Blue Star

Womack + Hampton
ARCHITECTS, L.L.C.
3811 Oak Lawn Ave., Suite 50
Dallas, Texas 75219
Phone: (214) 222-2000
Fax: (214) 222-2666

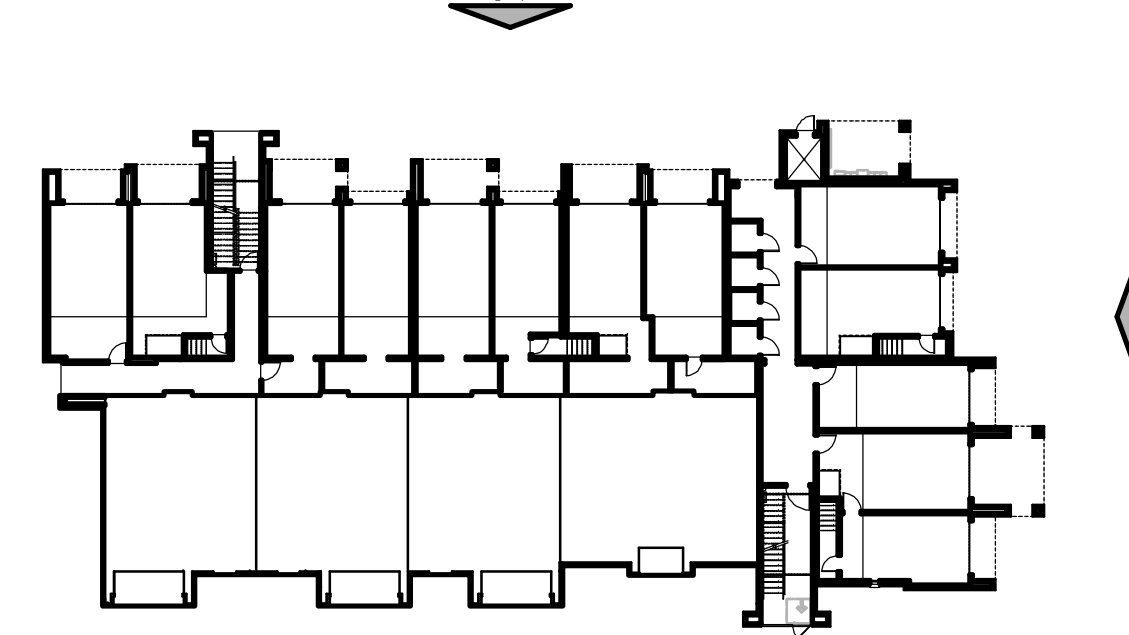


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OWNER	APPLICANT	ARCHITECT
BLUE STAR NICOLAS LINK LUNEDICAL ASSOCIATION 12000Y PLAY PROSPER, TX 75084 972-481-8854	KIMLEY-HORN KATIE N MCGOFF MAHLMAN KATHY HANCOCK HANCOCK 260 EAST DAVIS STREET, SUITE 100 MCANNEY, TX 76064 469-998-0430	WOMACK + HAMPTON ARCHITECTS, L.L.C. JASON MEARES JASON@WOMACKHAMPTON.COM 3911 OAK LAWN AVE., SUITE 50 DALLAS, TX 75219 214-222-2000

BUILDING TYPE IV SOUTH ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 30%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	844 SF, 18% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	2,295 SF
TOTAL SURFACE AREA	4,821 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	46%
BURNISHED BLOCK + 4% OF NET S.A. (NO REQUIRED MINIMUM)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
PERCENTAGES TAKEN FROM NET SURFACE AREA	

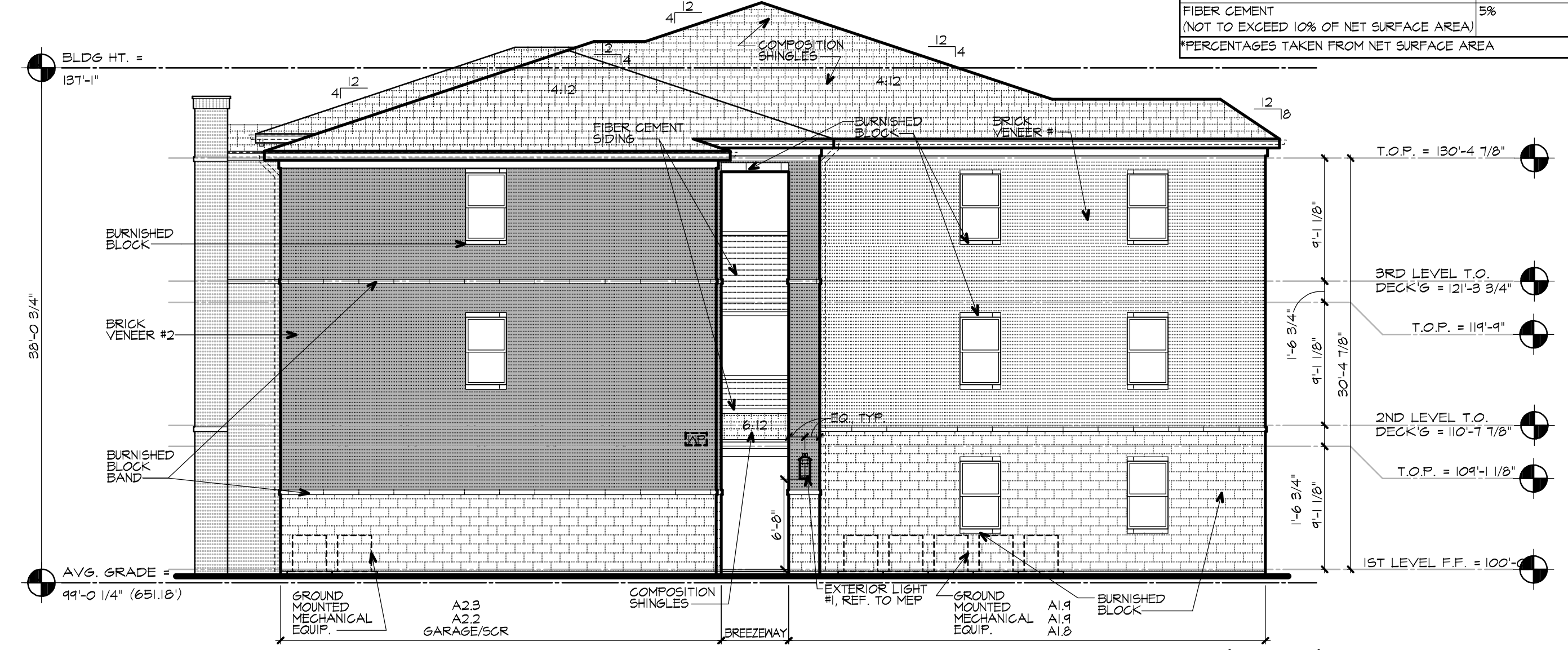


BUILDING TYPE IV TOTAL ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 30%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	2,289 SF, 18% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	8,072 SF
TOTAL SURFACE AREA	15,826 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	46%
BURNISHED BLOCK + 4% OF NET S.A. (NO REQUIRED MINIMUM)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



BUILDING TYPE IV EAST ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 30%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	120 SF, 5% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1,981 SF
TOTAL SURFACE AREA	2,244 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	65%
BURNISHED BLOCK + 25.3% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	5%
PERCENTAGES TAKEN FROM NET SURFACE AREA	

BUILDING TYPE IV WEST ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 30%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	283 SF, 19% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1,184 SF
TOTAL SURFACE AREA	2,114 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	47%
BURNISHED BLOCK + 20.2% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	3%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



BUILDING TYPE IV NORTH ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 30%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	957 SF, 21% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	2,672 SF
TOTAL SURFACE AREA	4,641 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	45%
BURNISHED BLOCK + 21.8% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	5%
PERCENTAGES TAKEN FROM NET SURFACE AREA	



GROUND MOUNTED HVAC EQUIPMENT SHALL BE SCREENED WITH AN OPAQUE PER ZONING ORDINANCE

BLOCK D LOT 9
TOWN PROJECT NUMBER: DEVAPP-23-0210

STANDARD NOTES

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OWNER APPLICANT ARCHITECT

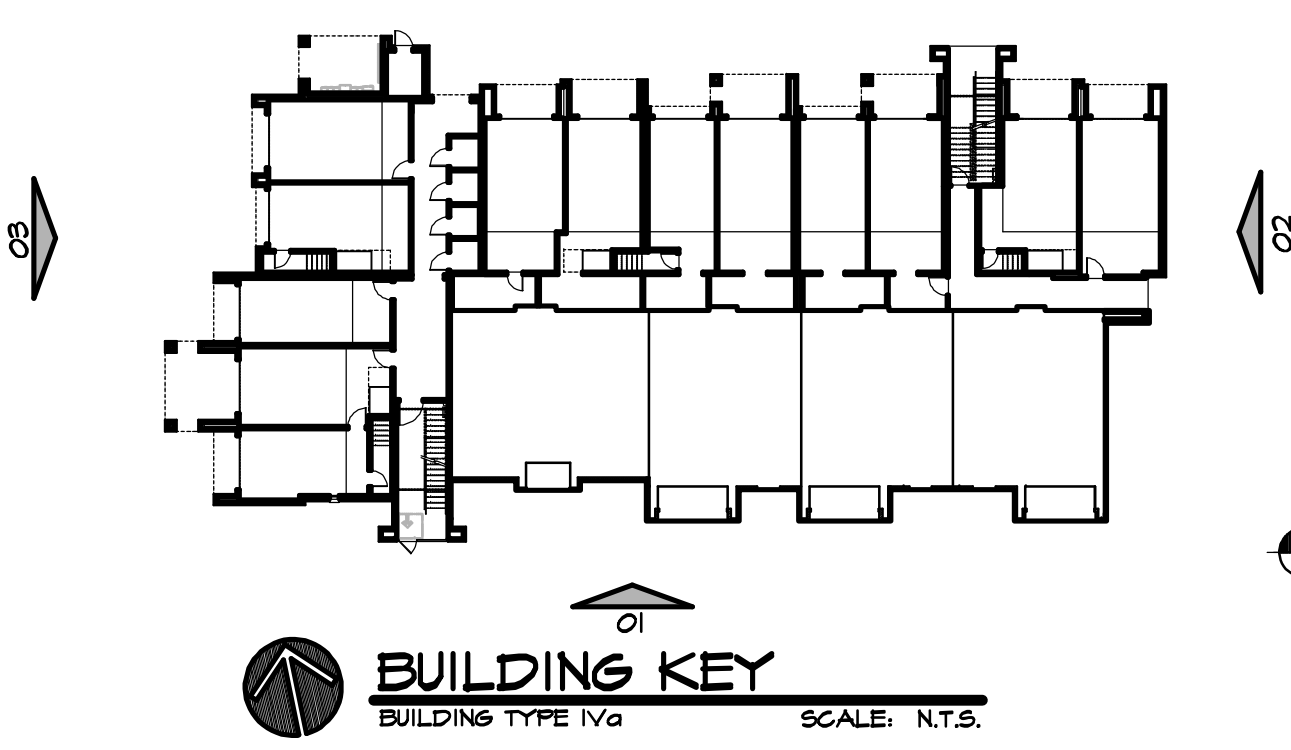
BLUE STAR
 NICHOLAS LINS
 11000 LASSONBOYS.NET
 1208007.MAY
 PROSPER, TX 75084
 412-441-4884

KIMLEY-HORN
 KATELIN MCCOY MAHLMANN
 KATHLEEN HANSEN@KIMLEY-HORN.COM
 260 EAST DAVIS STREET, SUITE 100
 MOCKINGBAY, TX 75064
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WOMACK + HAMPTON ARCHITECTS, L.L.C.
 JASON HEARDS
 JASON@WOMACKHAMPTON.COM
 4311 OAK LAWN AVE., SUITE 50
 DALLAS, TX 75246
 214-222-3000

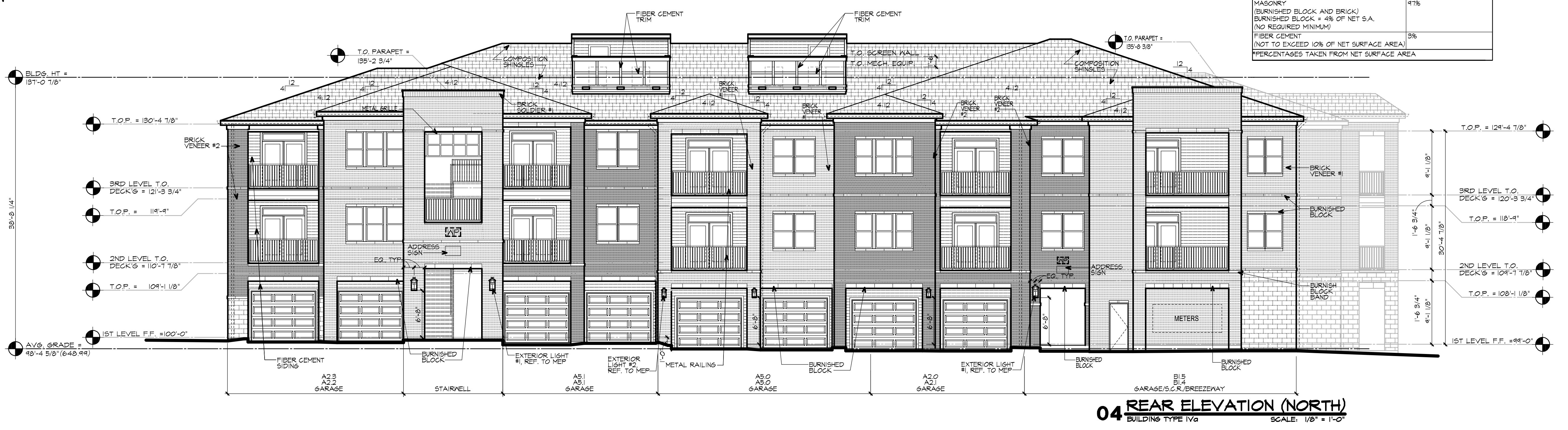
BUILDING TYPE IVa NORTH ELEVATION MATERIAL CALCULATIONS
 (PER PD-61 SECTION 333.6)

TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	844 SF, 18% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	2,239 SF
TOTAL SURFACE AREA	4,408 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK + 4% OF NET S.A. (NO REQUIRED MINIMUM))	97%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	3%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



BUILDING TYPE IVa TOTAL ELEVATION MATERIAL CALCULATIONS
 (PER PD-61 SECTION 333.6)

TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	2,289 SF, 16% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	8,126 SF
TOTAL SURFACE AREA	14,076 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK + 4.3% OF NET S.A. (NO REQUIRED MINIMUM))	95%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	5%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



04 REAR ELEVATION (NORTH)
 BUILDING TYPE IVa
 SCALE: 1/8" = 1'-0"

BUILDING TYPE IVa WEST ELEVATION MATERIAL CALCULATIONS
 (PER PD-61 SECTION 333.6)

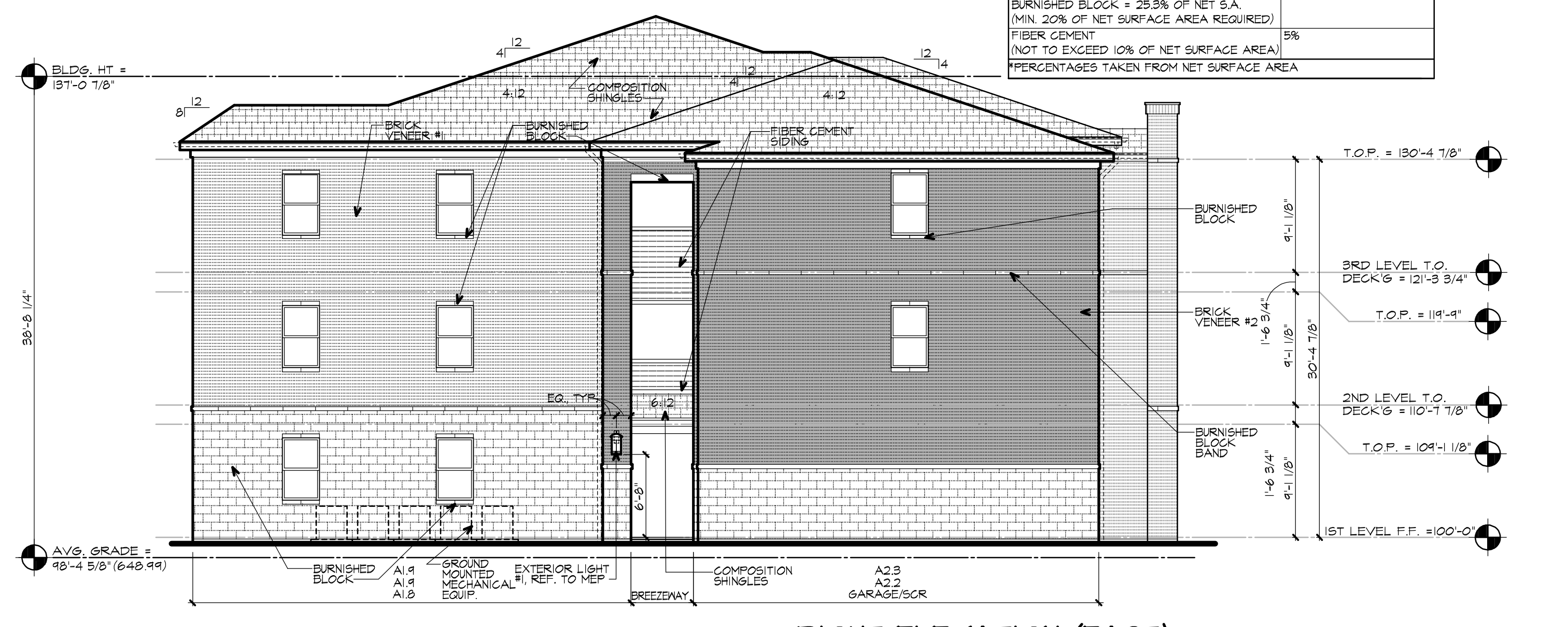
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	252 SF, 3% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	2,242 SF
TOTAL SURFACE AREA	2,174 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK + 20.4% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED))	95%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	5%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	

BUILDING TYPE IVa EAST ELEVATION MATERIAL CALCULATIONS
 (PER PD-61 SECTION 333.6)

TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	120 SF, 5% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1,481 SF
TOTAL SURFACE AREA	2,249 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK + 25.3% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED))	95%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	5%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



03 LEFT ELEVATION (WEST)
 BUILDING TYPE IVa
 SCALE: 1/8" = 1'-0"



02 RIGHT ELEVATION (EAST)
 BUILDING TYPE IVa
 SCALE: 1/8" = 1'-0"

BUILDING TYPE IVa SOUTH ELEVATION MATERIAL CALCULATIONS
 (PER PD-61 SECTION 333.6)

TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	987 SF, 21% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	2,672 SF
TOTAL SURFACE AREA	4,734 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK) (BURNISHED BLOCK + 27.3% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED))	95%
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	5%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	

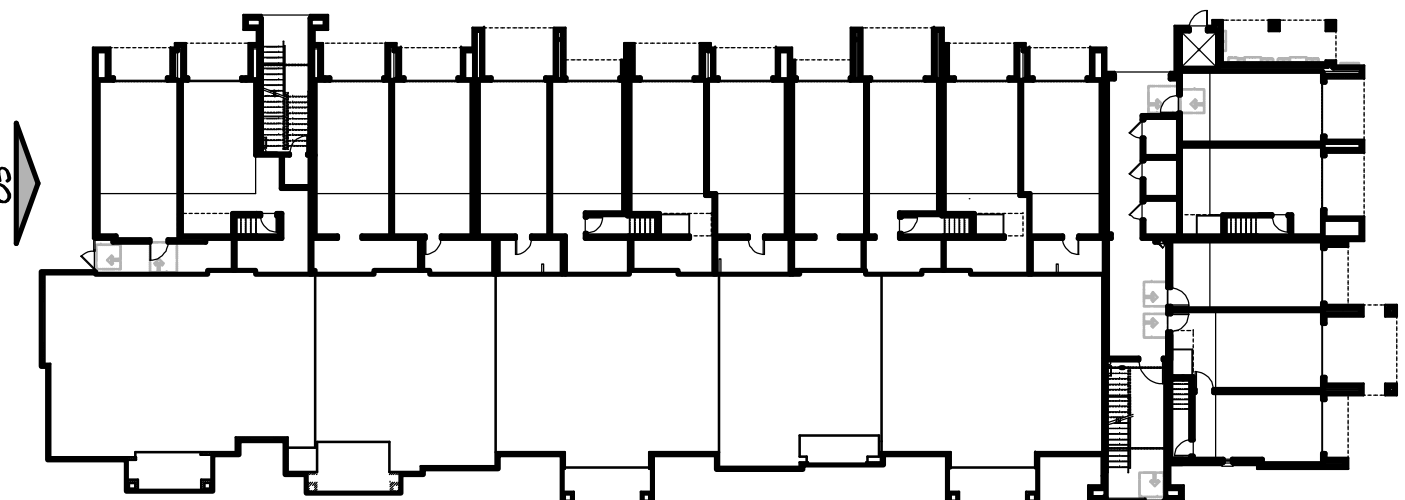


01 FRONT ELEVATION (SOUTH)
 BUILDING TYPE IVa
 SCALE: 1/8" = 1'-0"

GROUND MOUNTED HVAC EQUIPMENT SHALL BE SCREENED WITH A SCREENING PER ZONING ORDINANCE

BLOCK D LOT 3
 TOWN PROJECT NUMBER: DEVAPP-23-0210

PLOT DATE: 4/11/2024 PLOT TIME: 3:56 PM PLOT NAME: H:\3\2000\23010_Landscape_Plan\04 Elevations.dwg - BLDG IVa ELEVATIONS.dwg



BUILDING KEY
BUILDING TYPE Vg
SCALE: N.T.S.



04 REAR ELEVATION (WEST)
BUILDING TYPE Vg
SCALE: 1/8" = 1'-0"

BUILDING TYPE Vg TOTAL ELEVATION MATERIAL CALCULATIONS
(PER PD-61 SECTION 3.3.3.2)

TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	9351 SF, 19% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	10466 SF
TOTAL SURFACE AREA	18511 SF

MATERIAL PERCENTAGES

MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	44%
BURNISHED BLOCK = 18.1% OF NET S.A. (NO REQUIRED MINIMUM)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	8%

PERCENTAGES TAKEN FROM NET SURFACE AREA

BUILDING TYPE Vg SOUTH ELEVATION MATERIAL CALCULATIONS
(PER PD-61 SECTION 3.3.3.2)

TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	518 SF, 14% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1787 SF
TOTAL SURFACE AREA	2380 SF

MATERIAL PERCENTAGES

MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	49%
BURNISHED BLOCK = 20.4% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	7%

PERCENTAGES TAKEN FROM NET SURFACE AREA

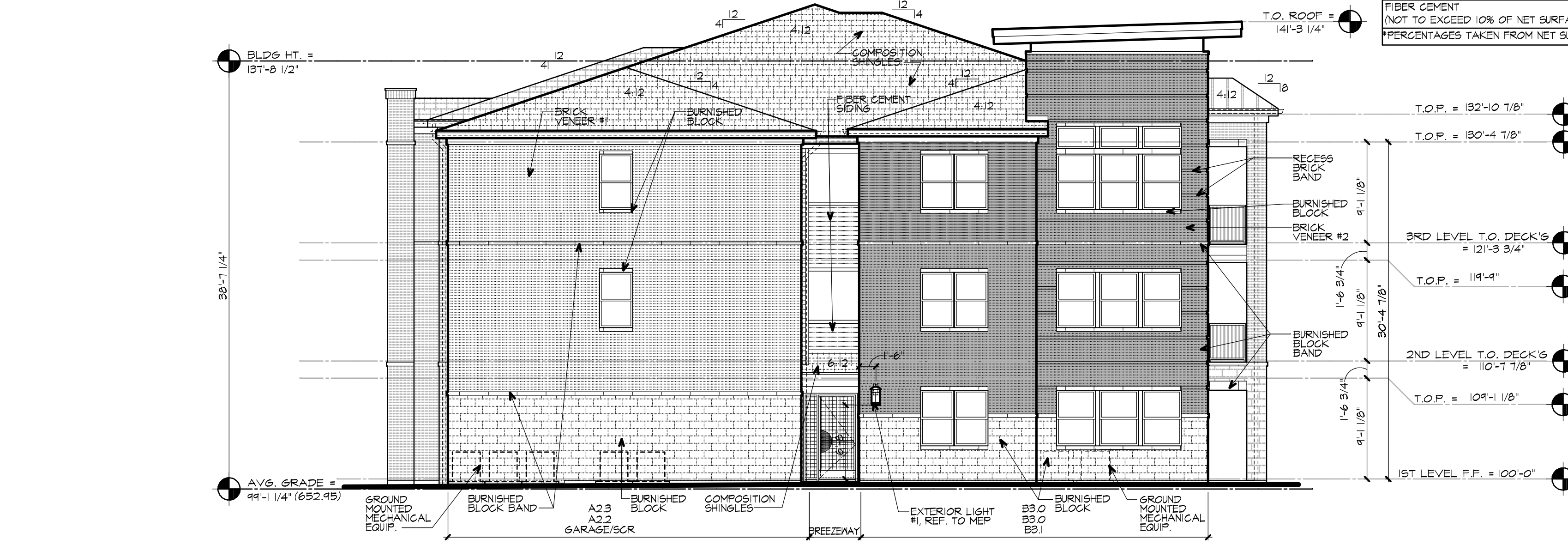
BUILDING TYPE Vg NORTH ELEVATION MATERIAL CALCULATIONS
(PER PD-61 SECTION 3.3.3.2)

TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	558 SF, 16% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1272 SF
TOTAL SURFACE AREA	2388 SF

MATERIAL PERCENTAGES

MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	41%
BURNISHED BLOCK = 20.0% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%

PERCENTAGES TAKEN FROM NET SURFACE AREA



03 LEFT ELEVATION (SOUTH)
BUILDING TYPE Vg
SCALE: 1/8" = 1'-0"



02 RIGHT ELEVATION (NORTH)
BUILDING TYPE Vg
SCALE: 1/8" = 1'-0"

BUILDING TYPE Vg EAST ELEVATION MATERIAL CALCULATIONS
(PER PD-61 SECTION 3.3.3.2)

TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	1644 SF, 23% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	4177 SF
TOTAL SURFACE AREA	7189 SF

MATERIAL PERCENTAGES

MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	64%
BURNISHED BLOCK = 24.2% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	6%

PERCENTAGES TAKEN FROM NET SURFACE AREA



01 FRONT ELEVATION (EAST)
BUILDING TYPE Vg
SCALE: 1/8" = 1'-0"

STANDARD NOTES

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- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE MATCHED TO THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

OWNER	APPLICANT	ARCHITECT
BLUE STAR 11002 AS LANE N. NEIGHBORHOOD BOYS' NET C/O BOYD, WAT PROSPER, TX 75084 412-441-4884	KIMLEY-HORN KATELYN MCCOY MAHLMANN KATELYN MAHLMANN BY HORN.COM 260 EAST DAVIS STREET, SUITE 100 MCKINNEY, TX 75069 469-978-0430	WOMACK + HAMPTON ARCHITECTS, L.L.C. JASON HEARES JASON@WOMACKHAMPTON.COM 4311 OAK LAKE AVE., SUITE 500 DALLAS, TX 75244 214-252-4000

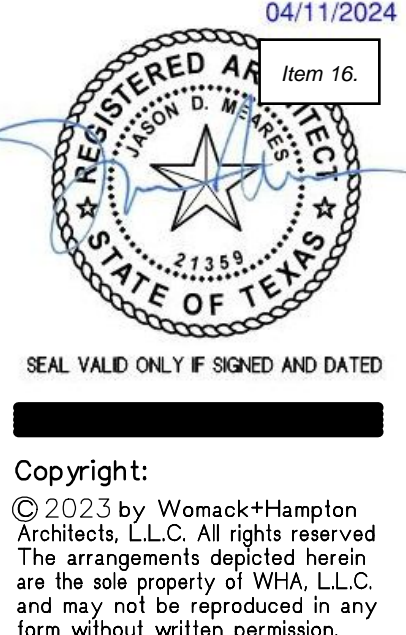
BUILDING TYPE Vg WEST ELEVATION MATERIAL CALCULATIONS
(PER PD-61 SECTION 3.3.3.2)

TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80% (INCLUDES DOORS, WINDOWS, AND BALCONIES))	121 SF, 18% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	5240 SF
TOTAL SURFACE AREA	6300 SF

MATERIAL PERCENTAGES

MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	41%
BURNISHED BLOCK = 2.4% OF NET S.A. (NO REQUIRED MINIMUM)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	3%

PERCENTAGES TAKEN FROM NET SURFACE AREA

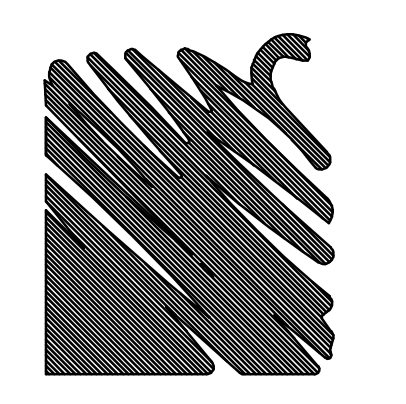


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Project No. 23010
Drawn By:
FACADE PLAN:
APRIL 11, 2024

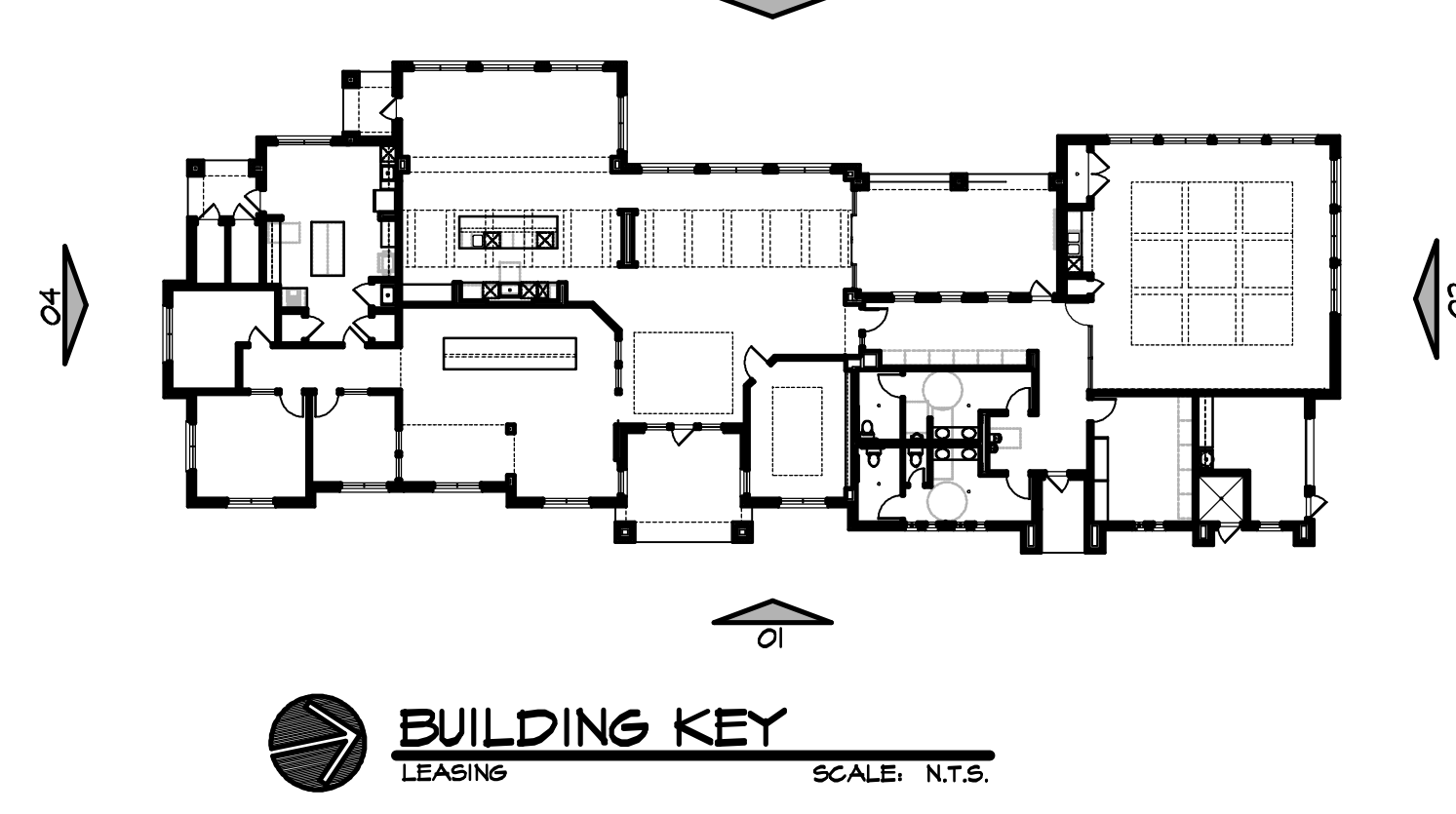
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Gates of Prosper Multifamily II
PROSPER, TX
Blue Star

Womack+Hampton
ARCHITECTS, L.L.C.
4311 Oak Lake Ave, Suite 500
Dallas, Texas 75244
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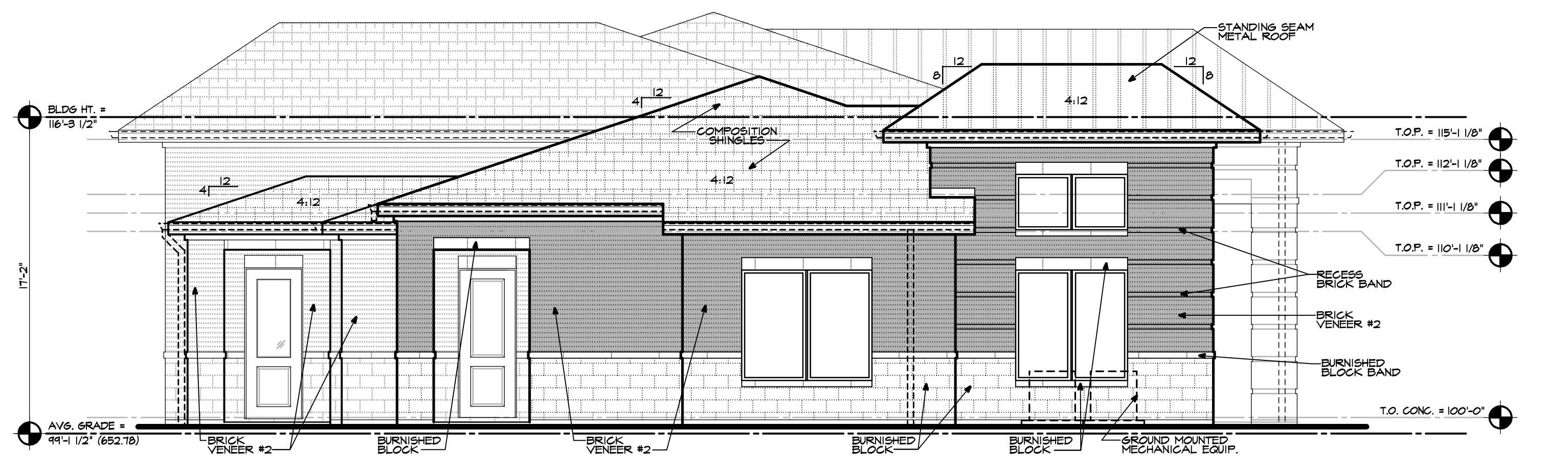


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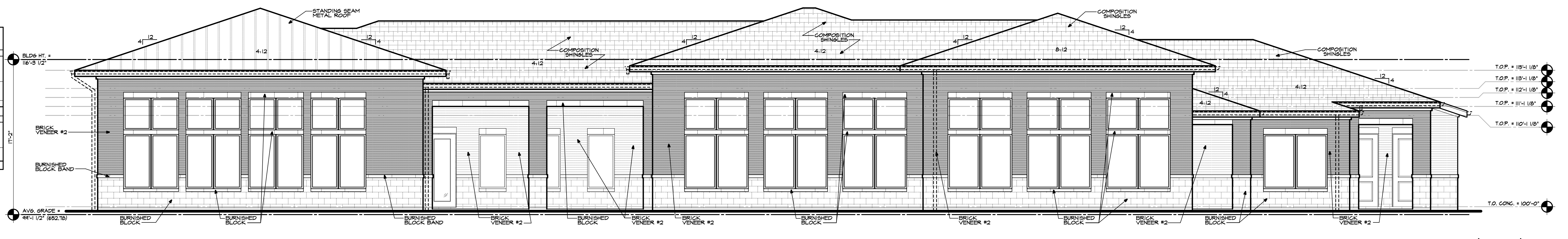


LEASING TOTAL ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	1460 SF, 24% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	5070 SF
TOTAL SURFACE AREA	4882 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	44%
BURNISHED BLOCK + 24.0% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	6%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	

LEASING SOUTH ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	42 SF, 1% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	342 SF
TOTAL SURFACE AREA	482 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	49%
BURNISHED BLOCK + 28.0% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	5%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



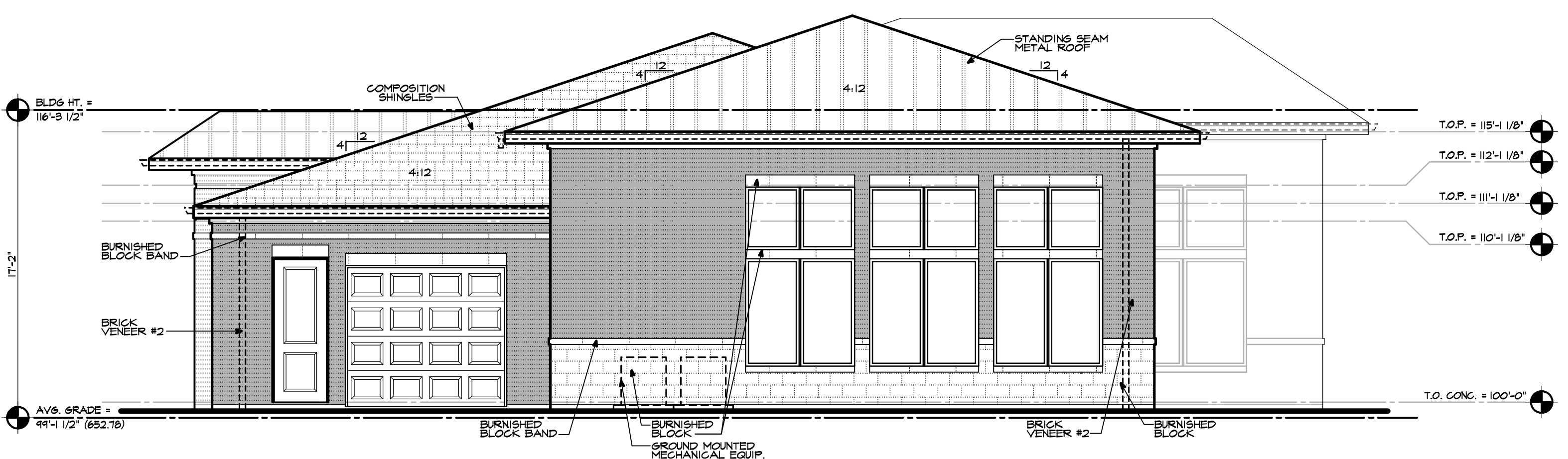
04 LEFT ELEVATION (SOUTH)
 LEASING SCALE: 3/16" = 1'-0"



03 REAR ELEVATION (WEST)
 LEASING SCALE: 3/16" = 1'-0"

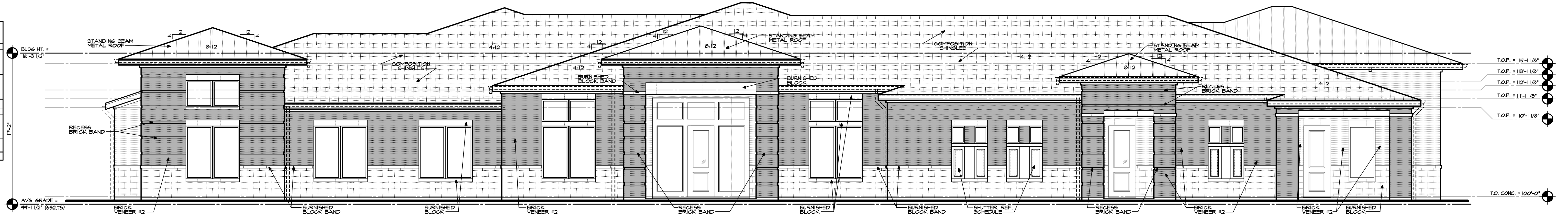
LEASING WEST ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	1782 SF, 37% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1075 SF
TOTAL SURFACE AREA	2280 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	42%
BURNISHED BLOCK + 24.0% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	6%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	

LEASING NORTH ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	201 SF, 24% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	45 SF
TOTAL SURFACE AREA	626 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	43%
BURNISHED BLOCK + 20.0% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	7%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



02 RIGHT ELEVATION (NORTH)
 LEASING SCALE: 3/16" = 1'-0"

LEASING EAST ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 9.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 80%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	1420 SF, 24% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	188 SF
TOTAL SURFACE AREA	1748 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	47%
BURNISHED BLOCK + 22.0% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	3%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



01 FRONT ELEVATION (EAST)
 LEASING SCALE: 3/16" = 1'-0"

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- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

OWNER	APPLICANT	ARCHITECT
BLUE STAR NICOLAS LINK N. NICHOLAS@COVBOYS.NET 1209007.PA PROSPER, TX 75084 412-948-4854	KIMLEY-HORN KATLIN MCCOY HANLIMANN S.A. NICHOLAS@HANLIMANN-KORN.COM 262 EAST DAVIS STREET, SUITE 100 PROSPER, TX 75084 469-948-0480	WOMACK + HAMPTON ARCHITECTS, L.L.C. JASON MEARS JASON@WOMACKHAMPTON.COM 481 OAK LAWN AVE., SUITE 50 DALLAS, TX 75243 214-252-1000

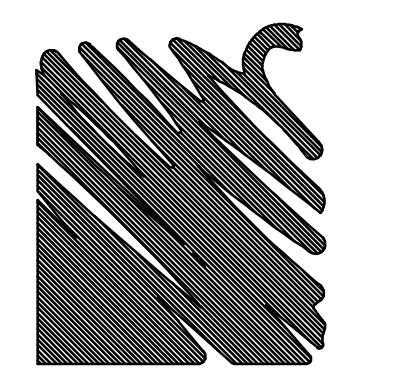
GROUND MOUNTED HVAC EQUIPMENT SHALL BE SCREENED WITH LANDSCAPING PER ZONING ORDINANCE

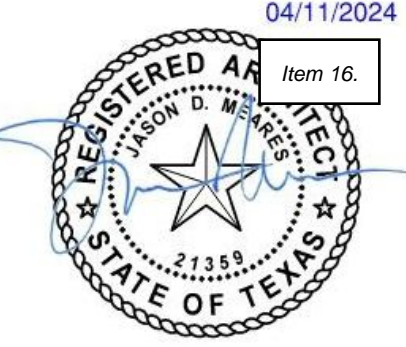
BLOCK D LOT 8
 TOWN PROJECT NUMBER: DEVAPP-25-0210

LEGAL DESCRIPTION
 The property is located in the County of Tarrant, State of Texas, and is subject to the provisions of the Texas Property Code, Chapter 65, Subchapter C, Section 65.001, et seq. The property is located in the City of Prosper, Texas, and is subject to the provisions of the Prosper City Code, Chapter 10, Section 10.01, et seq. The property is located in the Prosper East Side Subdivision, and is subject to the provisions of the Prosper East Side Subdivision Plat, recorded in the Public Records of Tarrant County, Texas, Book 11, Page 11.

Gates of Prosper Multifamily II
 PROJECT TX
 BLUE STAR

Womack+Hampton
 ARCHITECTS, L.L.C.
 481 OAK LAWN AVE., SUITE 50
 DALLAS, TEXAS 75243
 TEL: 214-252-1000
 FAX: 214-252-1000





REAL VAIL ONLY # SHED AND DATED

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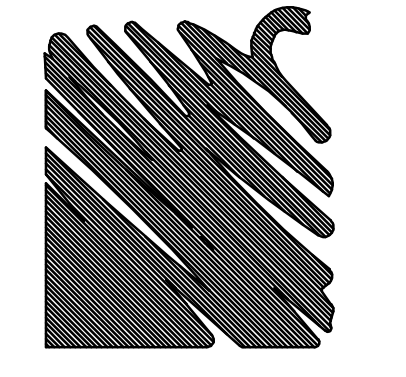
Project No. 23010
Drawn By:

FAÇADE PLAN:
APRIL 11, 2024

LEGAL DESCRIPTION
AREAS 204 PRESSION & 300 L.P. are 103 Land situated in the County of Tarrant, State of Texas. The portion of the above described land, to-wit: 0.055 of the total of P-2889, Collier County, Texas, more or less, as shown on the plat of Block D, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 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792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

Gates of Prosper Multifamily II
PROSPER, TX
BLUE STAR

Womack+Hampton
ARCHITECTS, L.L.C.
4311 Oak Lawn Ave. Suite 50
Dallas, Texas 75245
Phone: (214) 222-3000
Fax: (214) 222-3660

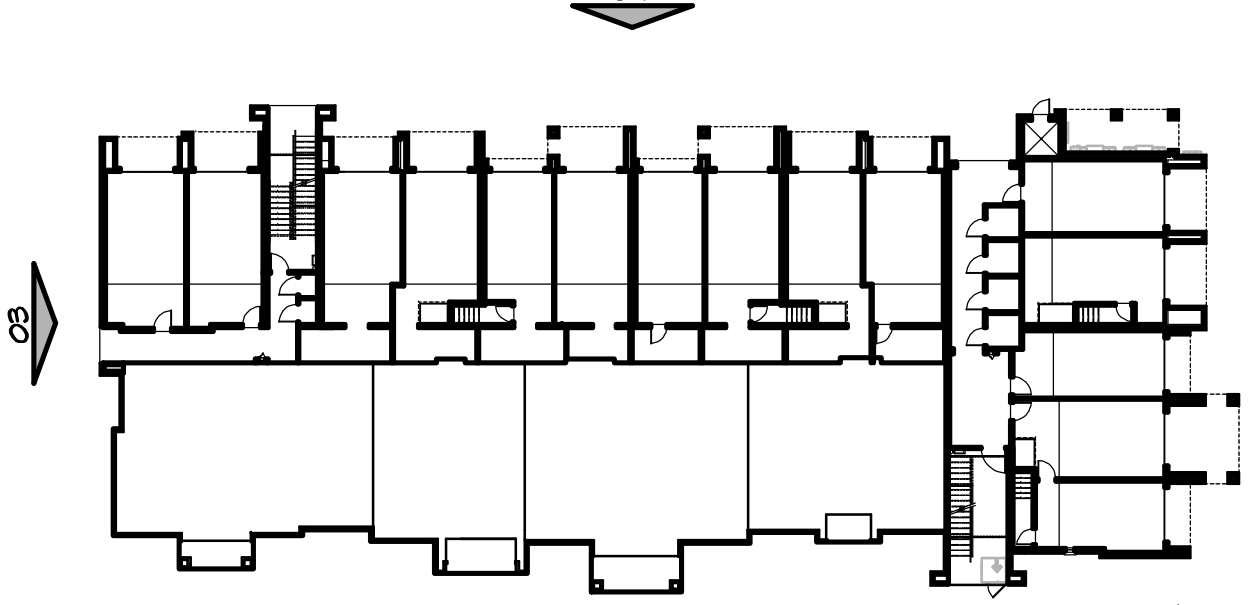


NOTES
1. THESE COLOR ELEVATIONS ARE STRICTLY ILLUSTRATIVE AND SERVE TO HELP EXPRESS THE DESIGN INTENT. FINAL COLOR SELECTIONS ARE TO BE DETERMINED.
2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
6. ANY DEVIATION FROM THE APPROVED FAÇADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

STANDARD NOTES
1. THIS FAÇADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
6. ANY DEVIATION FROM THE APPROVED FAÇADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

OWNER	APPLICANT	ARCHITECT
BLUE STAR BLOCK 4E LNK 11111 DALLASCOYS.NET CONROY WAY HEWITT, TX 75084 712-441-4894	KIMLEY-HORN KATHY WOOD MAHLMAN KATHI@KIMLEY-HORN.COM 280 EAST DAVIS STREET, SUITE 100 MC KINNEY, TX 75084 469-918-0482	WOMACK + HAMPTON ARCHITECTS, L.L.C. JASON NEASE JASON@WOMACKHAMPTON.COM 2811 OAK LAWN AVE., SUITE 50 DALLAS, TX 75245 214-222-3000

BUILDING TYPE I SOUTH ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 3.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	1,282 SF, 18% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	2,611 SF
TOTAL SURFACE AREA	5,884 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	97%
BURNISHED BLOCK + 26% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	5%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



BUILDING TYPE I TOTAL ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 3.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	2,864 SF, 18% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	8,781 SF
TOTAL SURFACE AREA	15,623 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	96%
BURNISHED BLOCK + 17.1% OF NET S.A. (NO REQUIRED MINIMUM)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



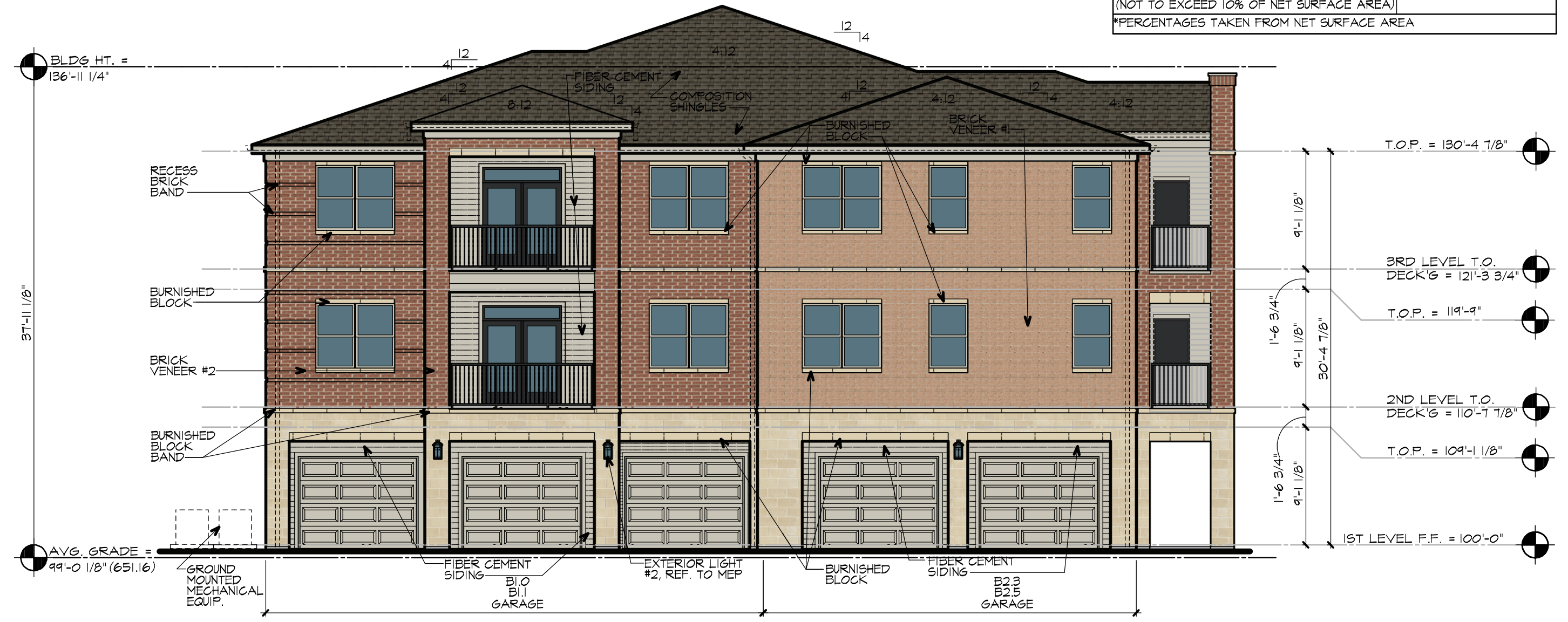
04 REAR ELEVATION (SOUTH)
BUILDING TYPE I SCALE: 1/8" = 1'-0"

BUILDING TYPE I EAST ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 3.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	211 SF, 10% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1,664 SF
TOTAL SURFACE AREA	2,226 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	94%
BURNISHED BLOCK + 20.1% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	6%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	

BUILDING TYPE I WEST ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 3.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	336 SF, 16% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	1,081 SF
TOTAL SURFACE AREA	2,067 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	95%
BURNISHED BLOCK + 20.4% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	5%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



03 LEFT ELEVATION (EAST)
BUILDING TYPE I SCALE: 1/8" = 1'-0"



02 RIGHT ELEVATION (WEST)
BUILDING TYPE I SCALE: 1/8" = 1'-0"

BUILDING TYPE I NORTH ELEVATION MATERIAL CALCULATIONS (PER PD-61 SECTION 3.3.3.a)	
TYPE	AREA
GLAZING SURFACE AREA (NOT TO EXCEED 50%) (INCLUDES DOORS, WINDOWS, AND BALCONIES)	1,265 SF, 22% OF TOTAL SURFACE AREA
NET SURFACE AREA (EXCLUDES DOORS, WINDOWS, BALCONIES, AND ACCENT MATERIALS)	5,554 SF
TOTAL SURFACE AREA	5,646 SF
MATERIAL PERCENTAGES	
MATERIAL	PERCENTAGE*
MASONRY (BURNISHED BLOCK AND BRICK)	96%
BURNISHED BLOCK + 26.9% OF NET S.A. (MIN. 20% OF NET SURFACE AREA REQUIRED)	
FIBER CEMENT (NOT TO EXCEED 10% OF NET SURFACE AREA)	4%
*PERCENTAGES TAKEN FROM NET SURFACE AREA	



01 FRONT ELEVATION (NORTH)
BUILDING TYPE I SCALE: 1/8" = 1'-0"

GROUND MOUNTED HVAC EQUIPMENT SHALL BE SCREENED WITH LANDSCAPING PER ZONING ORDINANCE

BLOCK D LOT 3
TOWN PROJECT NUMBER: DEVAPP-23-021C



02 FRONT ELEVATION (EAST)
 LEASING NOT TO SCALE



01 FRONT ELEVATION (EAST)
 LEASING NOT TO SCALE

NOTES

1. THESE COLOR ELEVATIONS ARE STRICTLY ILLUSTRATIVE AND SERVE TO HELP EXPRESS THE DESIGN INTENT. FINAL COLOR SELECTIONS ARE TO BE DETERMINED.

STANDARD NOTES

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
 2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
 3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
 4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
 5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
 6. ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

OWNER	APPLICANT	ARCHITECT
BLUE STAR NICKLAS LANE N. NEZIGALLASCOYBOYS.NET 1200007 PAV PROSPER, TX 75084 972-241-4854	KIMBERLY HORN KATLIN MCCOY MAHLMANN N. NEZIGALLASCOYBOYS.NET 262 EAST DAVIS STREET, SUITE 100 DALLAS, TX 75204 469-948-0480	WOMACK + HAMPTON ARCHITECTS, L.L.C. JASON MEARES JAM@WOMACKHAMPTON.COM 4511 OAK LAWN AVE., SUITE 50 DALLAS, TX 75244 214-282-4000

GROUND MOUNTED HVAC EQUIPMENT SHALL BE SCREENED WITH LANDSCAPE PER ZONING ORDINANCE

BLOCK: P LOT 8
 TOWN PROJECT NUMBER: DEVAPP-28-0210

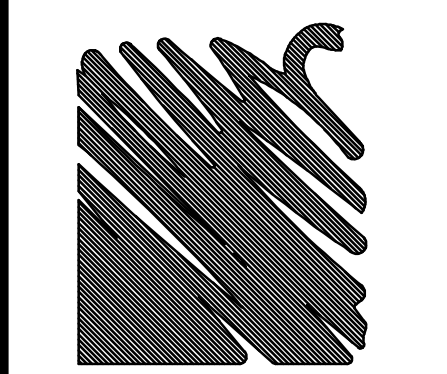
LEGAL DESCRIPTION

THE PROPERTY IS A TRACT OF LAND situated in the County of Tarrant, Texas, and is more particularly described as follows: Block 1, Lot 1, of the subdivision known as Prosper, in the County of Tarrant, Texas, as shown on the plat of the same recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10, and as shown on the plat of the same recorded in the Public Records of Tarrant County, Texas, Book 10, Page 10.

Gates of Prosper Multifamily II
 PROJECT TX

BLUE STAR

Womack+Hampton
 ARCHITECTS, L.L.C.
 262 EAST DAVIS STREET, SUITE 100
 DALLAS, TEXAS 75204
 TEL: 214-282-4000
 FAX: 214-282-8900





PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Planned Development Ordinance for Downtown Mixed-Use Building

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Consider and act upon an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Planned Development-127 (PD-127) on Prosper Central Addition, Block 1, Lot 1, located on the northeast corner of Coleman Street and Sixth Street. (ZONE-23-0029)

Description of Agenda Item:

On April 16, 2024, the Town Council approved the proposed rezoning request by a vote of 4-2. Additionally, the Town Council unanimously approved a Development Agreement between the Town of Prosper and O E 6th LLC by a vote of 6-0. An ordinance has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attachments:

1. Ordinance
2. Ordinance Exhibits

Town Staff Recommendation:

Town Staff recommends approval of an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Planned Development-127 (PD-127) on Prosper Central Addition, Block 1, Lot 1, located on the northeast corner of Coleman Street and Sixth Street.

Proposed Motion:

I move to approve/deny an ordinance to rezone 0.3± acres from Single Family-15 (SF-15) to Planned Development-127 (PD-127) on Prosper Central Addition, Block 1, Lot 1, located on the northeast corner of Coleman Street and Sixth Street.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 0.3 ACRES, MORE OR LESS, SITUATED IN THE PROSPER CENTRAL ADDITION, BLOCK 1, LOT 1, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM SINGLE FAMILY-15 (SF-15) TO PLANNED DEVELOPMENT-127 (PD-127), DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that the Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-23-0029) from Mo Adepoju ("Applicant"), to rezone 0.3 acres of land, more or less, Prosper Central Addition, Block 1, Lot 1, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 0.3 acres of land, more or less, in the Prosper Central Addition, Block 1, Lot 1, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-127 and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Development Standards, attached

hereto as Exhibit C; (2) the Conceptual Plan, attached hereto as Exhibit D; (3) the Elevations, attached hereto as Exhibit F; (4) the Landscape Plan, attached hereto as Exhibit G, all of which are incorporated herein for all purposes as if set forth verbatim, subject to the following condition of approval by the Town Council:

1. Approval of a Development Agreement, including, but not limited to, architectural building materials.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

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

SECTION 6

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

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 30TH DAY OF APRIL 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis-Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

SURVEY PLAT

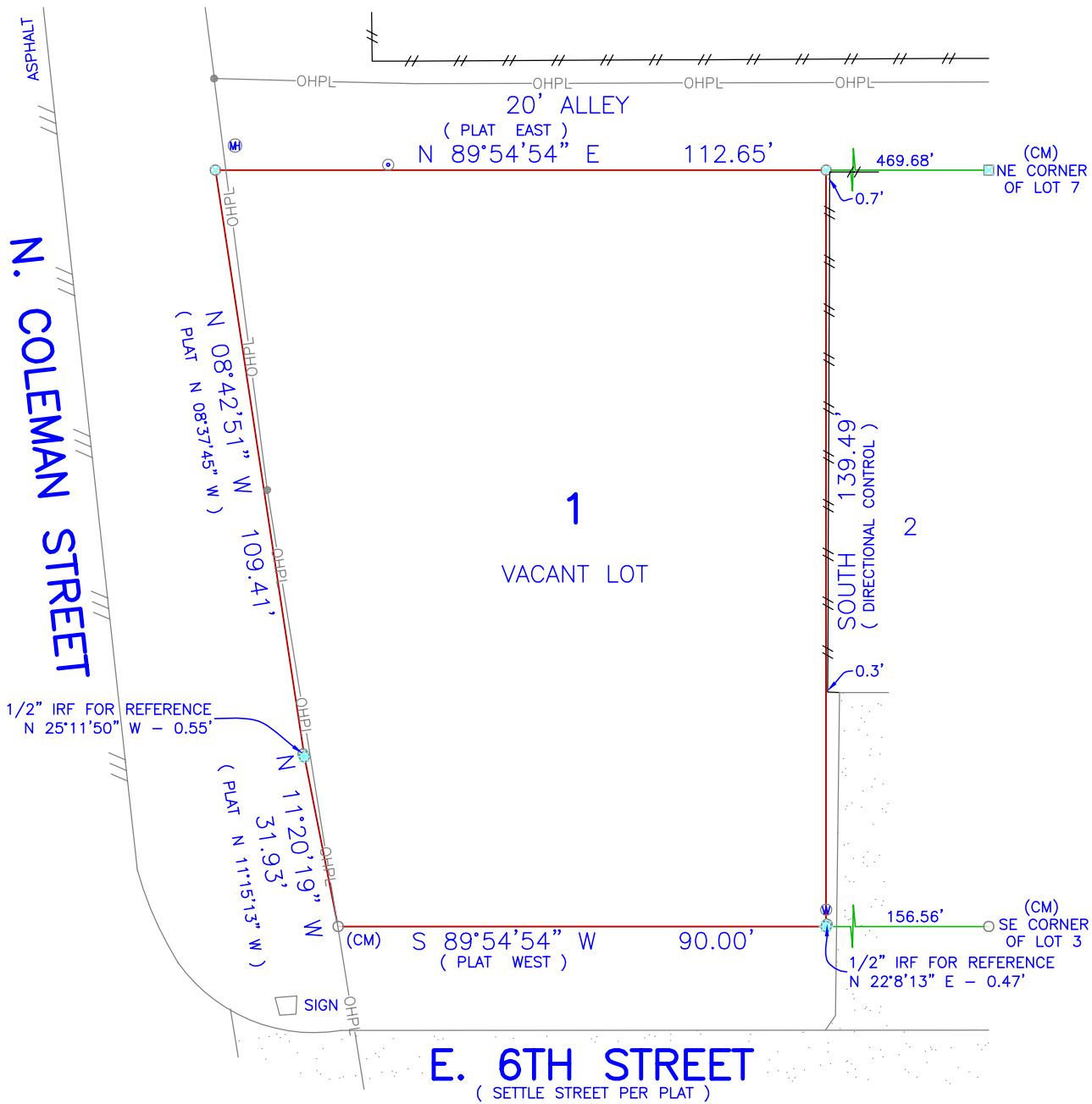
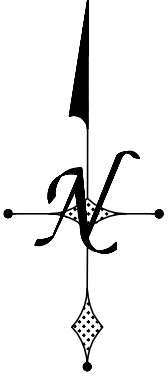


BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at EAST 6TH STREET in the City of PROSPER Texas.

Being Lot 1 in Block 1 of Prosper Central Addition, an Addition to the City of Prosper, Collin County, Texas, according to the Map or Plat thereof Recorded in Volume C, Page 643, of the Map Records of Collin County, Texas

Exhibit A: Survey ZONE-23-0029



PROPERTY SUBJECT TO
EASEMENTS & RESTRICTIONS
Volume 1761, Page 909; Volume 1924, Page 134;
Volume 1952, Page 822; Volume 2179, Page 128

EASEMENTS RECORDED IN
THE FOLLOWING VOLUME &
PAGES TO THE BEST OF
MY KNOWLEDGE AND BELIEF
DO NOT AFFECT THE ABOVE
DESCRIBED PROPERTY.
Volume 468, Page 90; Volume 612, Page 531

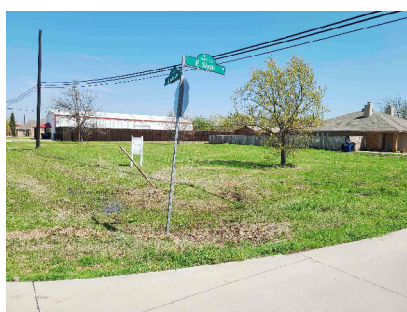
ACCEPTED BY: _____

Lawyers Title

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY LAWYERS TITLE

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.
Scale: 1" = 30'
Date: 04/05/22
G. F. No.: 1900182200773
Job no.: 202203655
Drawn by: KHD

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM. THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR LAWYERS TITLE



LEGEND	
WOOD FENCE	TEXT
CHAIN LINK	IMPROVEMENTS
IRON FENCE	BOUNDARY LINE
WIRE FENCE	EASEMENT SETBACK
	RESIDENCE
CM	CONTROLLING MONUMENT
MRD	MONUMENTS OF RECORD DIGNITY
○	1/2" IRON ROD FOUND
○	1/2" IRON ROD SET
○	3/8" IRON ROD FOUND
○	5/8" IRON ROD FOUND
○	POINT FOR CORNER
○	CABLE
○	CLEAN OUT
○	GAS METER
○	FIRE HYDRANT
○	LIGHT POLE
○	MANHOLE
○	ELECTRIC
○	PE - POOL EQUIP
○	POWER POLE
○	TELEPHONE
○	WATER METER
○	WATER VALVE
()	(UNLESS OTHERWISE NOTED)

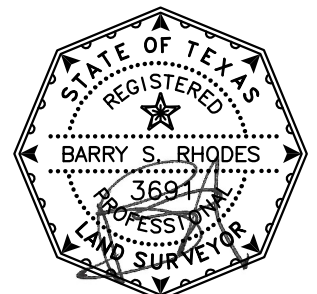


Exhibit “C”
Development Standards

This tract shall develop under the regulation of the Downtown Office (DTO) District as outlined in the Town’s Zoning Ordinance as it exists or may be amended with the following conditions:

1.0 Permitted Uses

1.1 The permitted land uses within this Planned Development District are as follows:

- Administrative/Medical and Professional Office
- Art and Craft Store
- Bakery
- Bank/Savings and Loan/Credit Union (No Drive-Thru)
- Bookstore
- Boot and Shoe Sales
- Business Service
- Ceramics Store
- Clothing and Apparel Store
- Florist
- Hobby or Toy Store
- Ice Cream Shop
- Insurance Office
- Leather Store
- Minor Dry Cleaning (Drop Off Only)
- Minor Print Shop (Drop Off Only)
- Multi-Family (2nd Floor Only) – Max. 4 Units
- Music Instrument Sales
- Novelty or Gift Shop
- Trophy Sales

1.2 Any similar uses as determined by the Director of Development Services.

2.0 Parking Areas

2.1 The parking area standards within this Planned Development District are as follows:

- Parking stalls along the eastern property line shall be designated for office and retail parking only during business hours.
- No storage shall be permitted in multifamily parking.

3.0 Landscaping

3.1 The landscaping requirements within this Planned Development District are as follows:

- 5' landscaping buffer around the northern, eastern, southern, and western property lines.
- One large tree, three-inch caliper minimum, on landscaped islands on eastern property line.
- One ornamental tree every 15 linear feet on eastern property line between landscape islands.
- One ornamental tree on each end of western property line.
- Three shrubs, five-gallon minimum, on each landscape planting area on the western property line.

4.0 Fencing

4.1 The fencing standards within this Planned Development District are as follows:

- Board-on-board fencing on the eastern property line from the alley to most southern parking stall.
- Wrought iron fencing on the eastern property line from the most southern parking stall to the right-of-way.

5.0 Signage

5.1 The signage standards within this Planned Development District are as follows:

- Any signage shall be limited to the Coleman Street side of the property.
- Any lighted signage shall be consistent with the Town's Sign Ordinance.

6.0 Architectural Standards

6.1 The architectural standards within this Planned Development District are as follows:

- Any structure built on the property shall comply with the elevations and building materials reflected on the Façade Plan, attached hereto as Exhibit B.
- The Coleman Street façade shall be constructed in substantial compliance with the Coleman Street Façade Plan, attached hereto as Exhibit D.
- The use of masonry shall be at least ninety percent (90%) of the exterior surface of any structure constructed on the property per elevation.
- The use of stucco shall be limited to no more than ten percent (10%) of the exterior surface of any structure constructed on the property per elevation.
- All construction shall have an approved façade plan before issuance of a building permit.

7.0 Alleyway Paving

7.1 The paving standards within this Planned Development District are as follows:

- The developer shall pave the alleyway to the north of the property prior to commencement of construction.

8.0 Sidewalk Construction

8.1 The sidewalk construction standards within this Planned Development District are as follows:

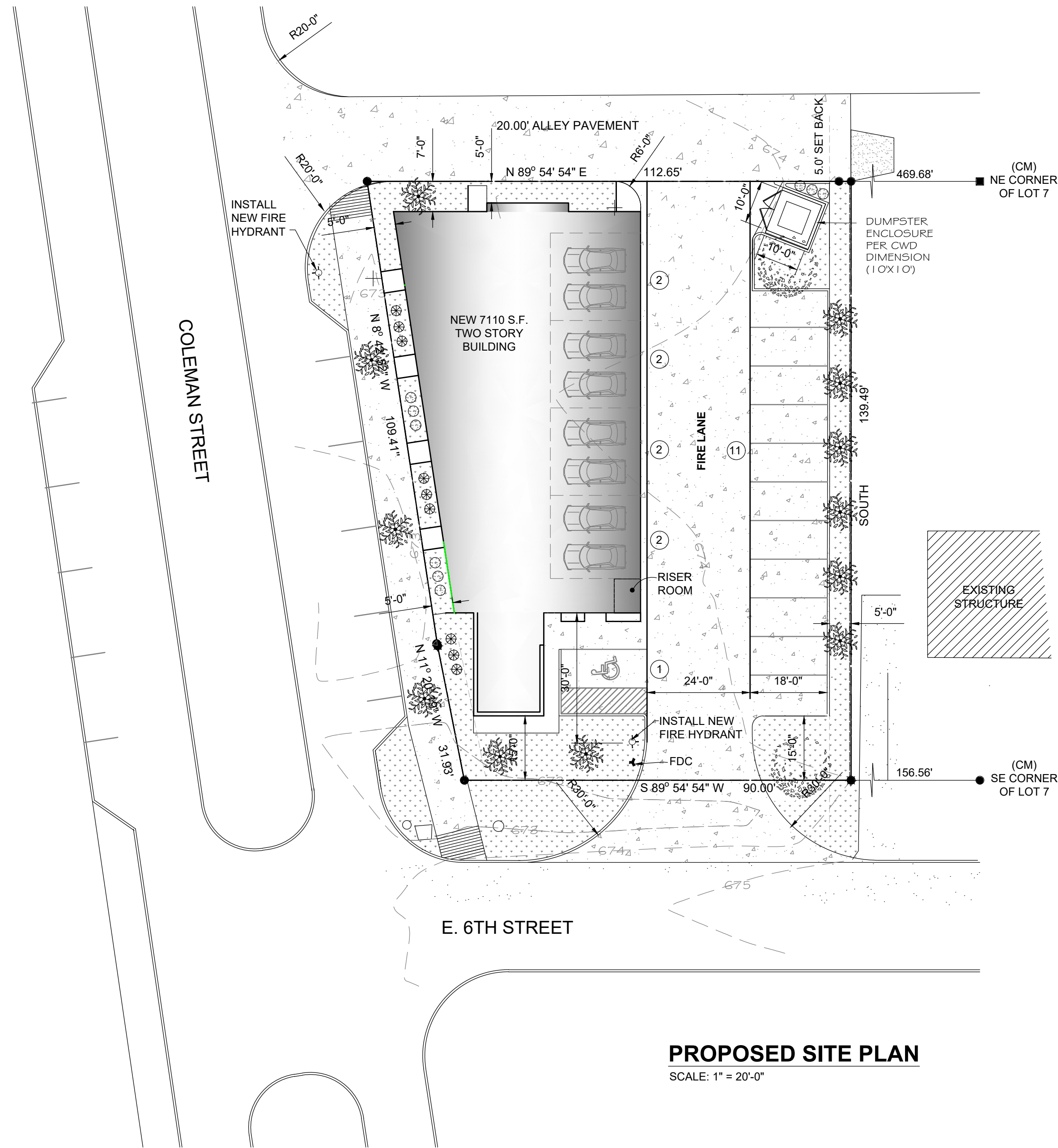
- The developer shall construct a temporary sidewalk from the parking area along the southern edge of the building and along Coleman Street for access to the businesses on the first floor.

20 10 0 20 40

SCALE: 1"= 20'-0"



NORTH



ZONING
EXISTING ZONING SINGLE FAMILY-15 (SF-15)
PROPOSED ZONING PLANNED DEVELOPMENT (DOWN TOWN OFFICE)

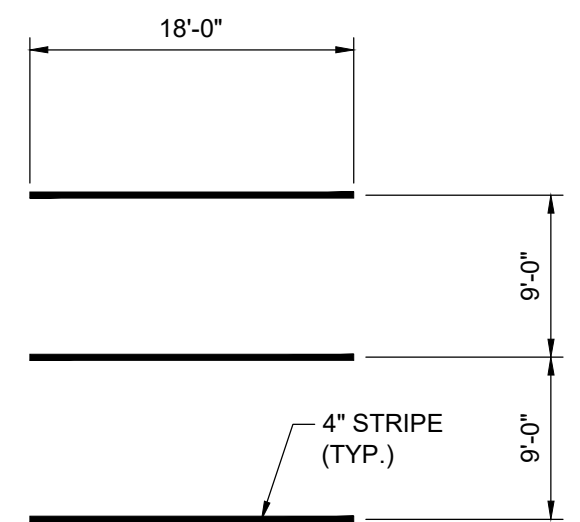
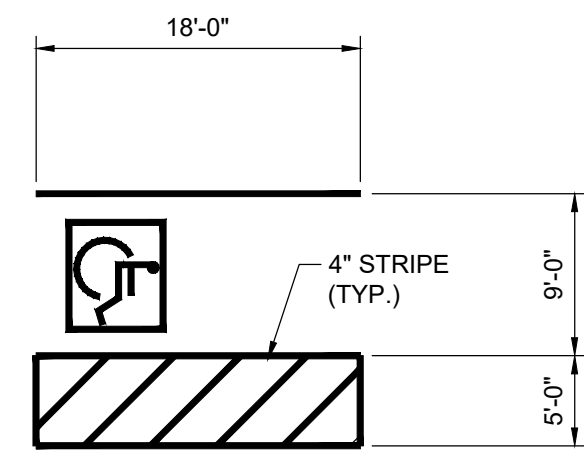
BUILDING
TOTAL NEW BUILDING AREA 7110 SQ.FT.

PROPOSED USE
1ST FLOOR: 2450 SQ.FT. RETAIL/OFFICE
2ND FLOOR: 4660 SQ.FT. RESIDENTIAL 4- 2 BED ROOM UNITS

BUILDING CONSTRUCTION WOOD FRAME W/ BRICK VENEER
BUILDING HEIGHT 30'-0" (TWO STORY)

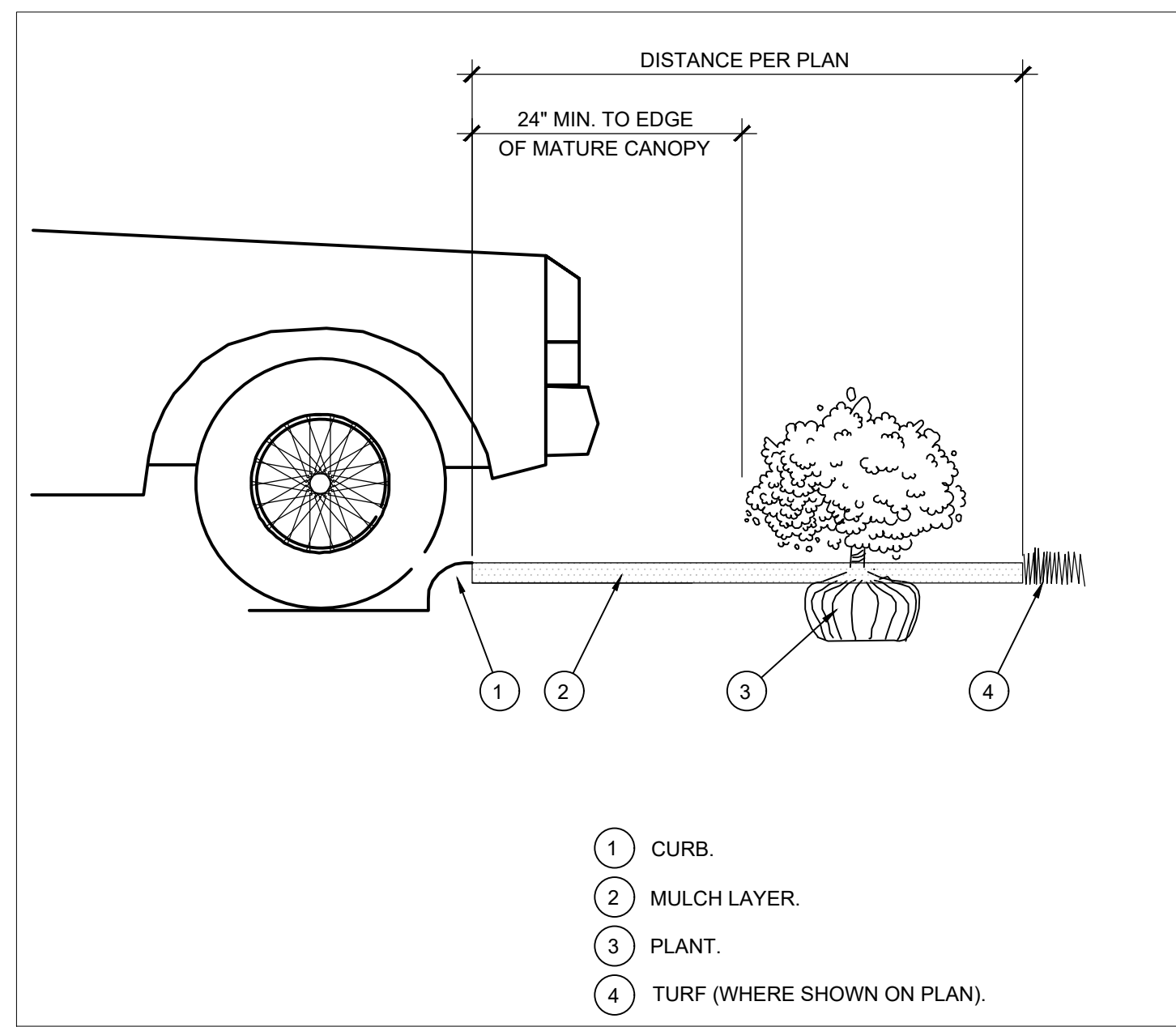
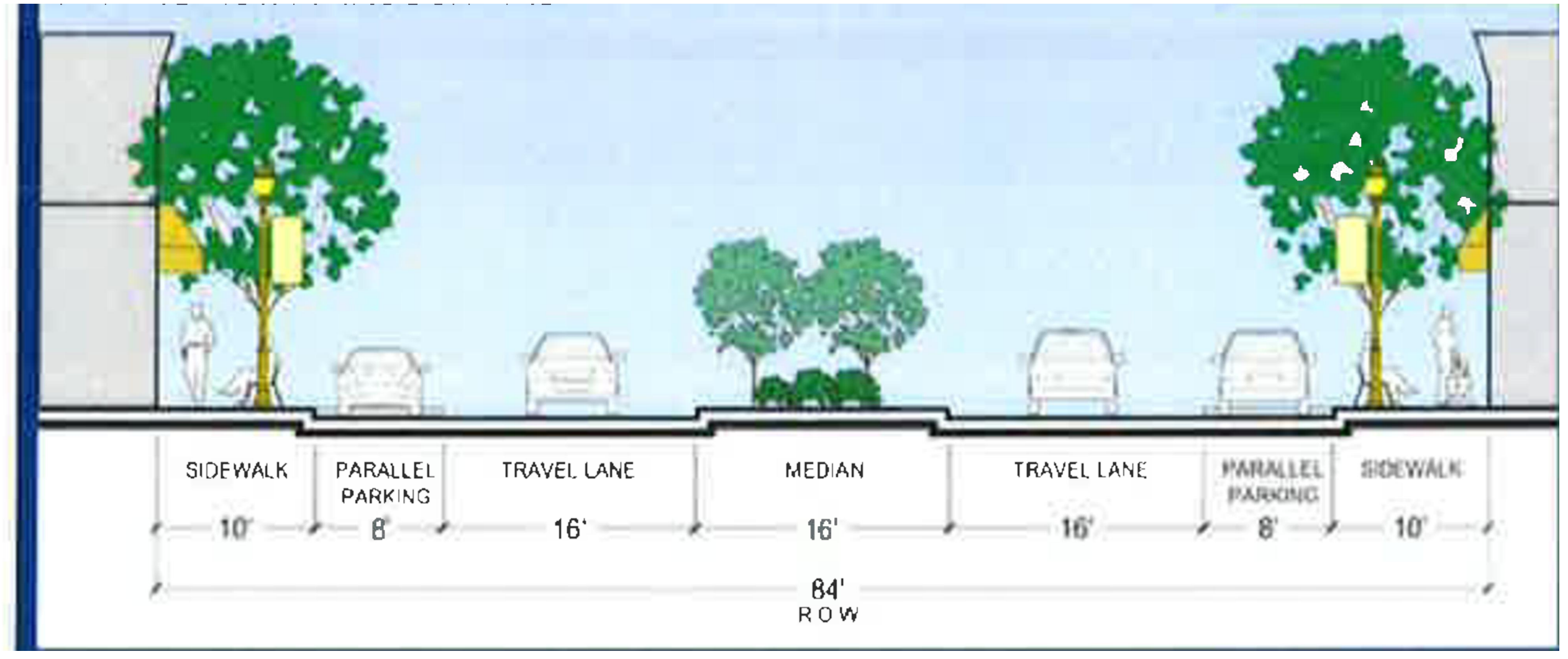
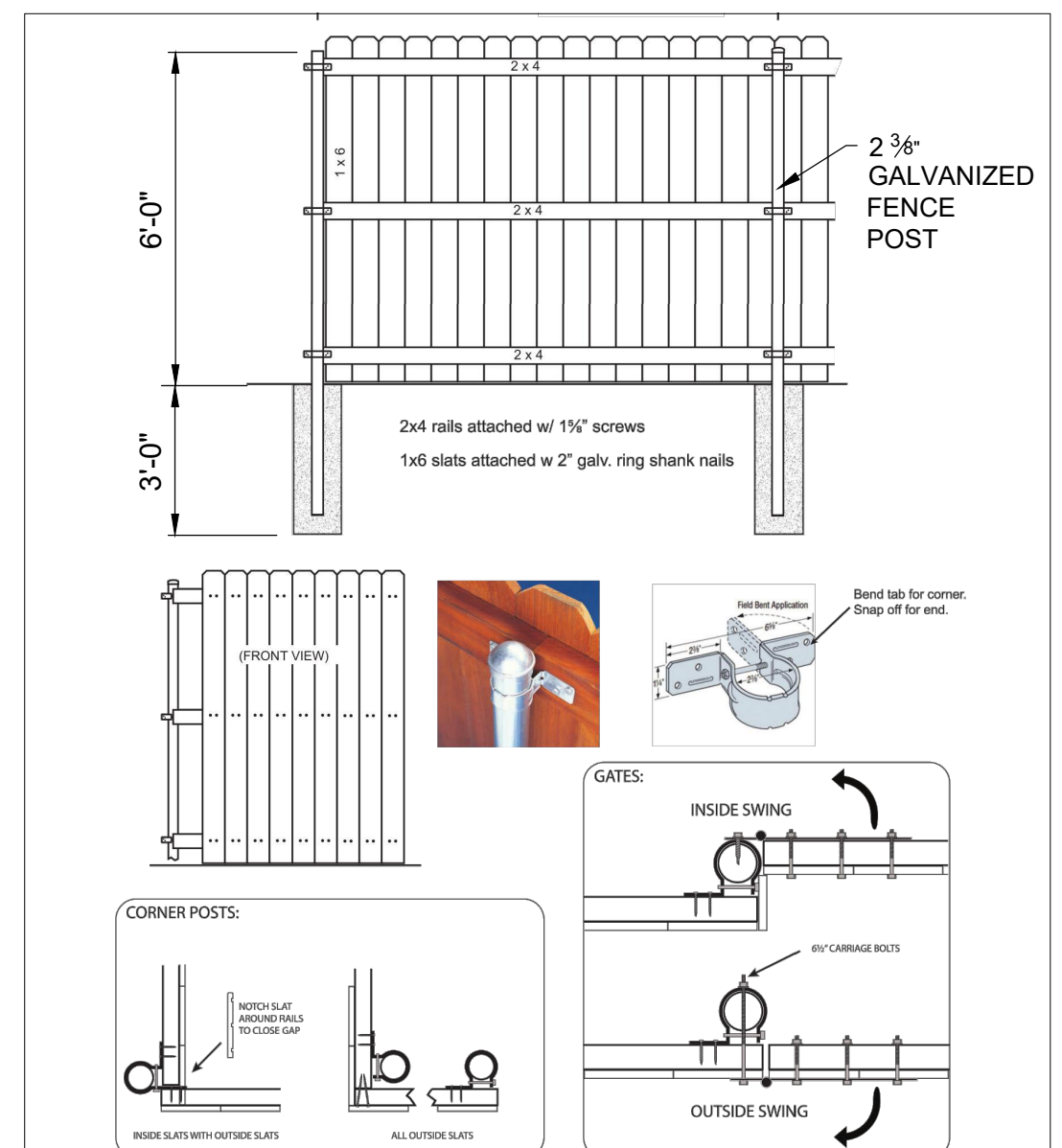
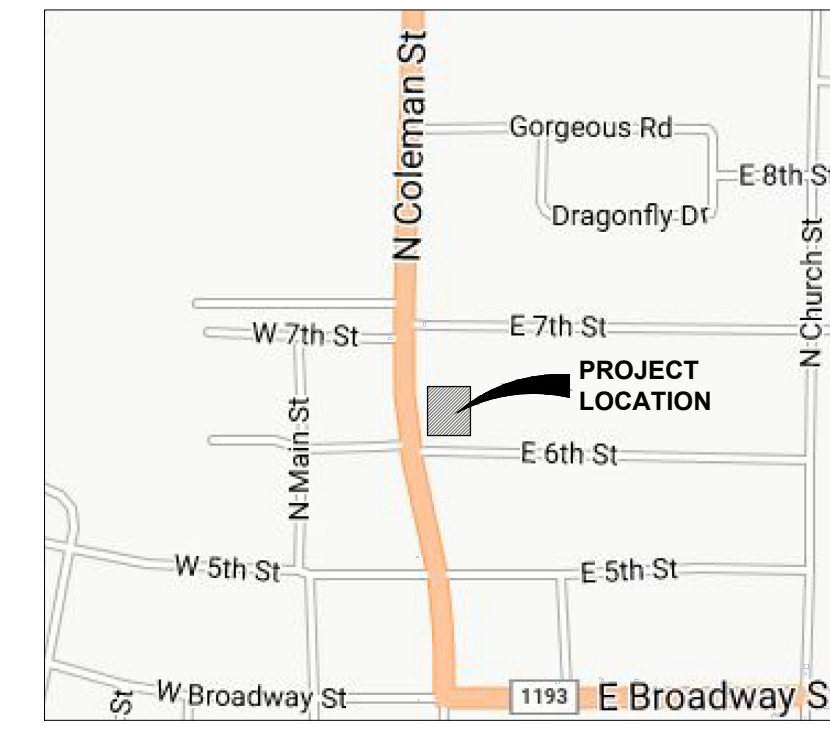
PARKING
RETAIL/OFFICE PARKING: 2450/250 = 10 SPACES
RETAIL PARKING PROVIDED 12
ACCESSIBLE PARKING 1 SPACES (INCLUDED)

RESIDENTIAL PARKING: 2 x 4 UNITS = 8 SPACES
RESIDENTIAL PARKING PROVIDED 8



LEGEND

- FH NEW FIRE HYDRANT
- GM GAS METER
- GUY GUY WIRE
- HP HIGH MASS LIGHT POLE
- LP LIGHT POLE
- PP POWER POLE
- SSMH SANITARY SEWER MANHOLE
- TPED TELEPHONE PEDESTAL
- TS TRAFFIC SIGN
- SS SANITARY SEWER
- CO CLEAN OUT
- WM WATER METER
- GRASS
- CONCRETE
- TRAFFIC DIRECTION
- PAVEMENT SLOPE
- OVERHEAD POWER LINE
- PROPERTY LINE
- CHAIN LINK FENCE
- METAL PRIVACY FENCE
- WOODEN FENCE
- GAS LINE
- EXISTING TREE
- NEW SHADE TREE
- NEW ORNAMENTAL TREE
- NEW SHRUB



NOTE

THIS DOCUMENT HAS BEEN PREPARED IN PART BASED UPON BOUNDARY TOPOGRAPHIC, EXISTING UTILITIES, ELEVATIONS OVERALL SITE LAYOUT INCLUDING BUILDING LOCATION, PAVING LAYOUT, PARKING LAYOUT, BUFFER ZONES, EASEMENTS AND OTHER SURVEYING INFORMATION PROVIDED BY OTHERS AND THE SURVEYS AND SITE LAYOUT WERE PERFORMED BY OTHERS. THE DESIGN PROFESSIONAL CAN NOT ASSURE THE ACCURACY OF THIS INFORMATION PROVIDED BY OTHERS AND THIS IS NOT RESPONSIBLE FOR THE ACCURACY OR ANY ERRORS AND OR OMISSIONS THAT MAY HAVE BEEN INCORPORATED INTO IT. THOSE RELYING ON THIS INFORMATION FOR BIDDING AND CONSTRUCTION PURPOSES, YOU ARE ADVISED TO OBTAIN INDEPENDENT FIELD VERIFICATION OF THE INFORMATION ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.

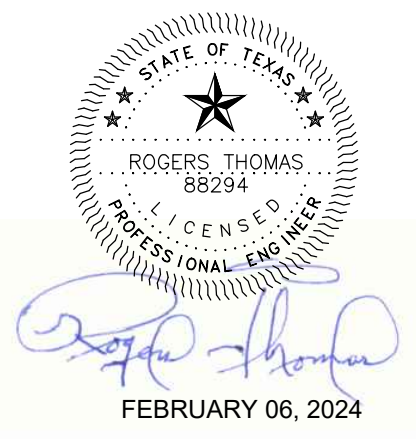


EXHIBIT D: CONCEPTUAL PLAN
PROSPER CENTRAL ADDITION BLOCK 1, LOT 1
ZONE-23-0029

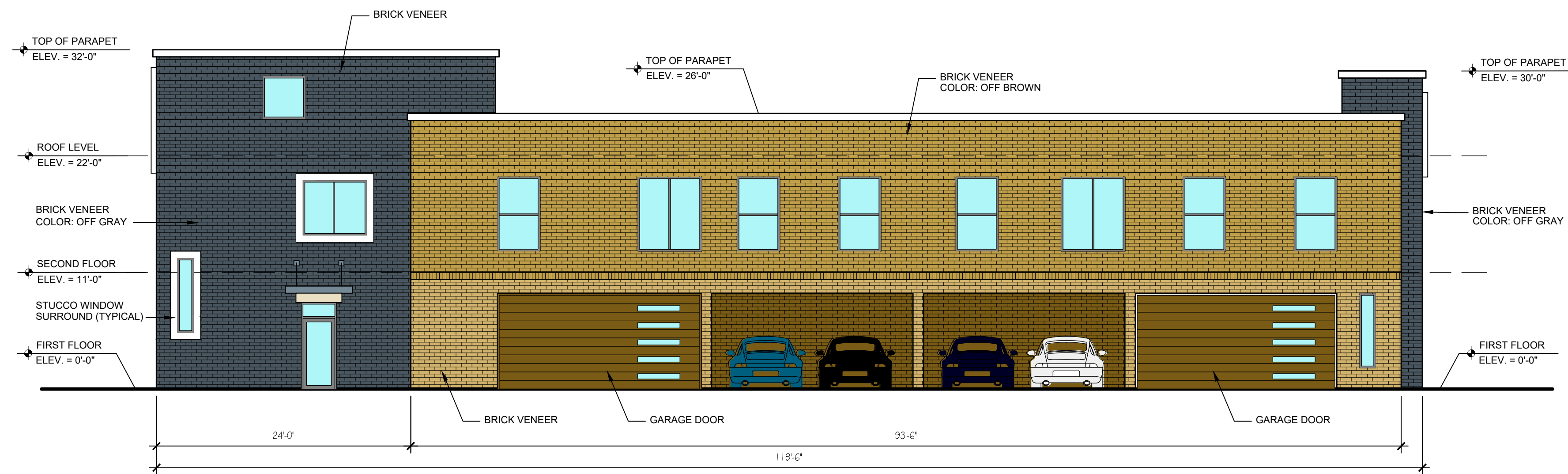
PROPOSED SITE PLAN

EAST 6TH STREET MIXED USE FACILITY
N COLEMAN & E. 6TH STREETS PROSPER, TEXAS 75078

THOMAS DESIGN TECHNOLOGIES
ENGINEERS DESIGNERS PROJECT MANAGERS
1312 RABBIT RIDGE CEDAR HILL, TEXAS 75104
PHONE: (972) 672-8927 EMAIL: rthomas3710@att.net
TDE FIRM REGISTRATION NO. F-6086

DESIGNED BY: THOMAS DESIGN TECH
DRAWN BY: THOMAS DESIGN TECH
REVIEWED BY: OWNER
PLOT SCALE: AS NOTED
DATE: FEBRUARY 06, 2024

CONTRACT NUMBER: 23-036
FILE NAME: E 6th Street Mixed Use Civil Plans.Dwg
SHEET NO. C-2
TOTAL SHEETS



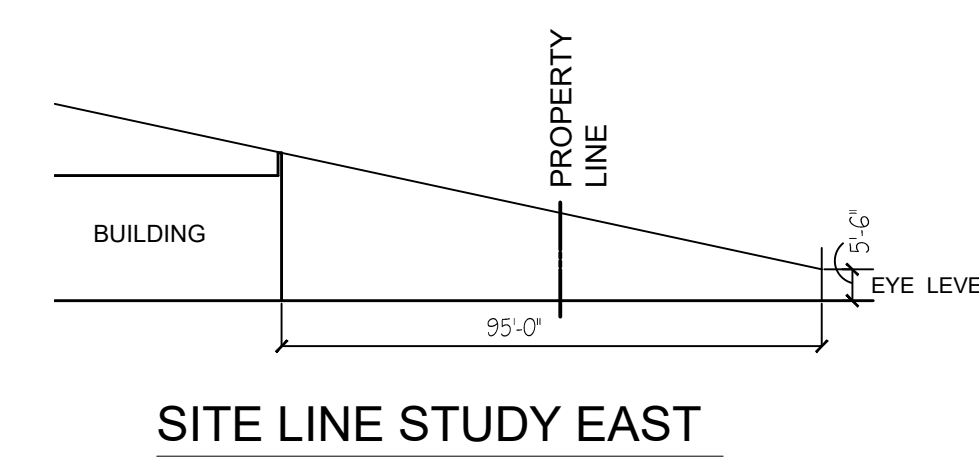
1 REAR (EAST) ELEVATION
 A2 SCALE: 1/8"=1'-0"

MATERIALS LEGEND

- BRICK VENEER
- STONE VENEER
- STONE VENEER
- STUCCO

NOTES:

1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOFTOP MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
3. WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
6. ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE PRE-APPROVAL BY THE TOWN OF PROSPER.

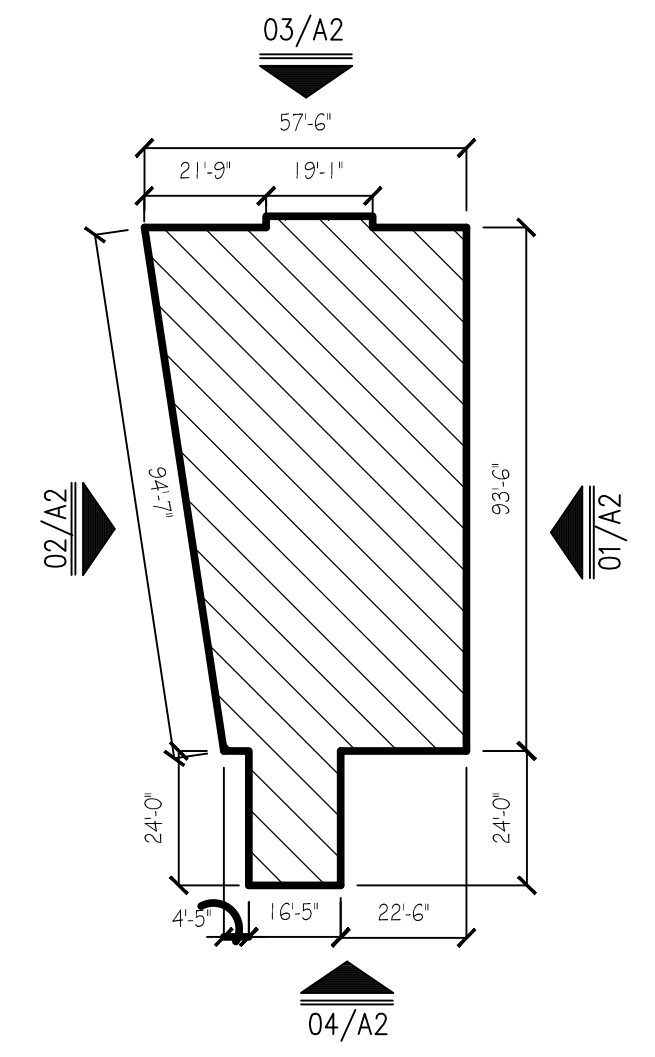


SITE LINE STUDY EAST

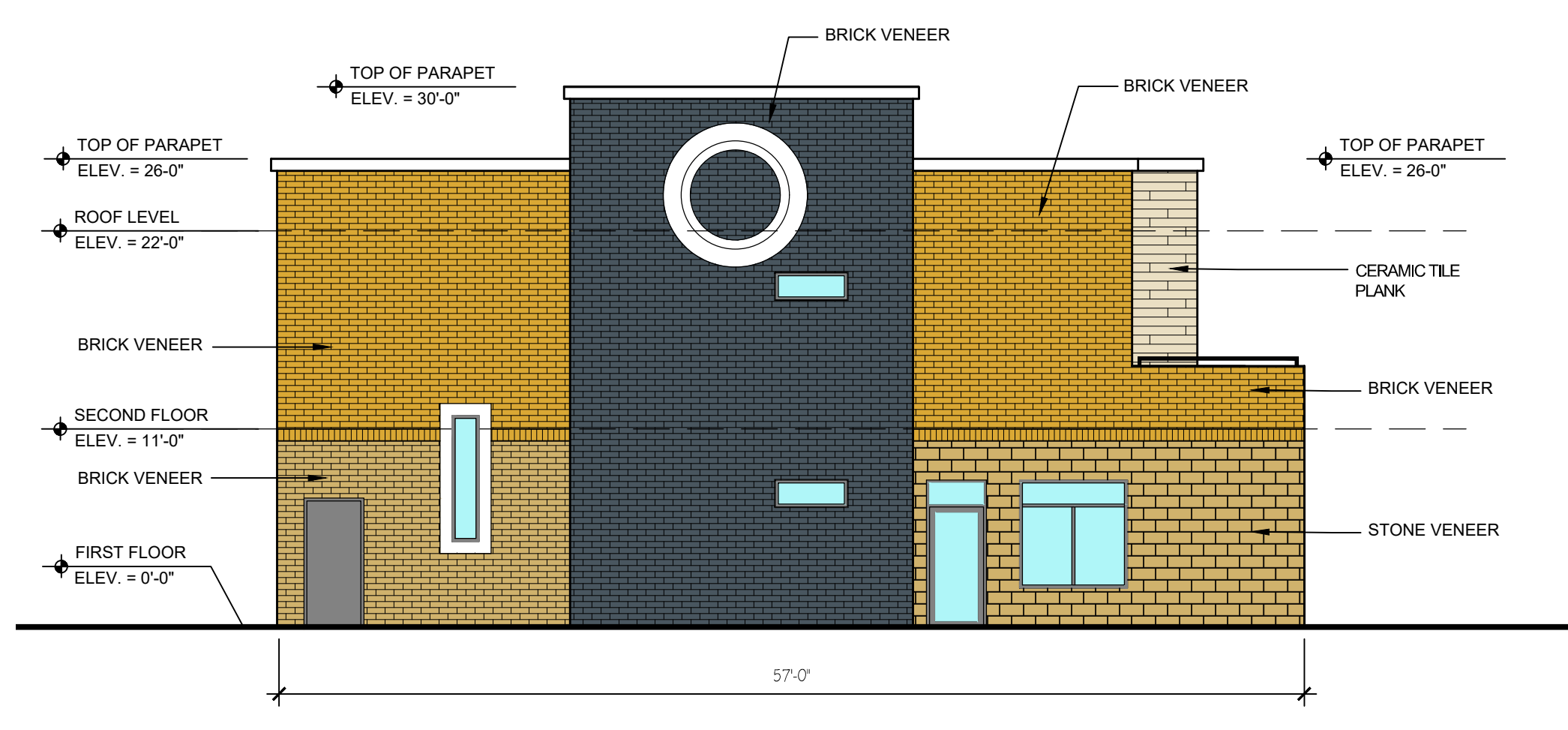
DESCRIPTION	BUILDING 1 - MATERIALS CALCULATION			
	NORTH	SOUTH	EAST	WEST
TOTAL SURFACE AREA	1458 SF	1213 SF	3324 SF	3324 SF
TOTAL SURFACE AREA MINUS GLAZING	1375 SF	1117 SF	2884 SF	2597 SF
MATERIALS, SQUARE FOOTAGE & PERCENTAGE	BRICK = (1099 SF = 80%) STONE = (161 SF = 11.7%) CERAMIC TILE PLANK = (38 SF = 2.8%) STUCCO = (35 SF = 2.5%) METALS = (42 SF = 3%)	BRICK = (1005 SF = 90%) STONE = (46 SF = 4%) CERAMIC TILE PLANK = (66 SF = 6%)	BRICK = (2854 SF = 99%) STONE = (0 SF = 0%) CERAMIC TILE PLANK = (333 SF = 1%) STUCCO = (58 SF = 2%)	BRICK = (1436 SF = 55%) STONE = (770 SF = 30%) CERAMIC TILE PLANK = (333 SF = 13%) STUCCO = (58 SF = 2%)
GLAZING AREA	GLAZING = 83 SF	GLAZING = 96 SF	GLAZING = 440 SF	GLAZING = 727 SF



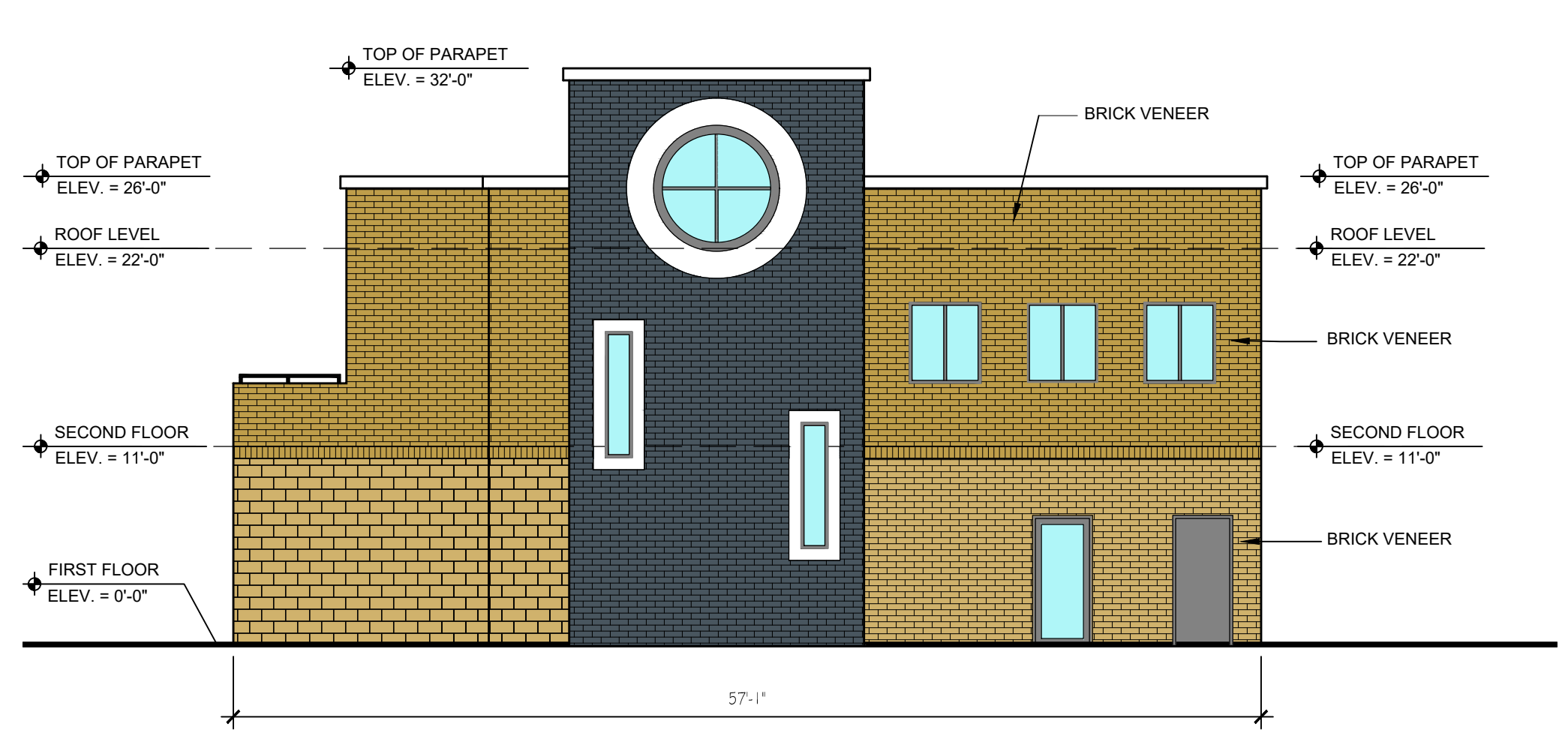
2 FRONT (WEST) COLEMAN ST. ELEVATION
 A2 SCALE: 1/8"=1'-0"



5 KEY PLAN
 A2 SCALE: N.T.S.



3 LEFT (NORTH) ELEVATION
 A2 SCALE: 1/8"=1'-0"



4 RIGHT (SOUTH) ELEVATION
 A2 SCALE: 1/8"=1'-0"

PRELIMINARY FACADE PLAN
 CITY PROJECT NO.
 NORTH COLEMAN AND EAST 6TH STREET
 BLOCK 1, LOT 1, PROSPER CENTRAL ADDITION
 CITY OF PROSPER, COLLIN COUNTY, TEXAS

OWNER:
 MOSUNMADE ADEPOJU
 0 E 6TH, LLC, 130 N. PRESTON ROAD, PROSPER,
 TEXAS 75078. PH: (312) 810-8111
 EMAIL: mo@imaginemb.com

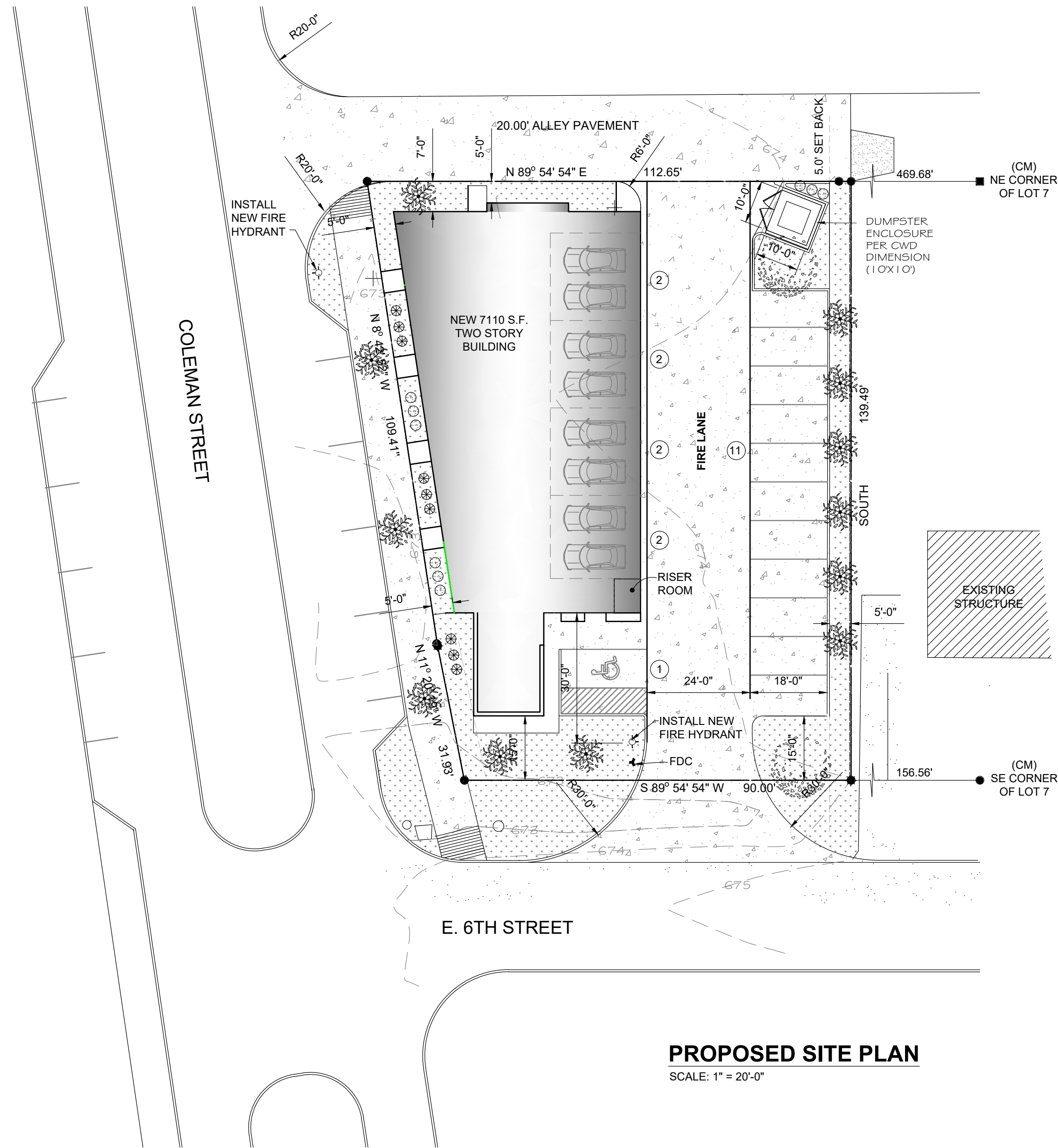
APPLICANT:
 DAVID WILSON
 R.T. CHANG ARCHITECTS, INC.
 5834 WINDMIER LANE, DALLAS, TEXAS 75252
 PH: (972) 900-6068
 EMAIL: kojowilson@yahoo.com

ARCHITECT:
 R.T. CHANG ARCHITECTS, INC.
 5834 WINDMIER LANE, DALLAS, TEXAS 75252
 PH: (214) 663-4735
 EMAIL: rtcarch@gmail.com

Exhibit F: Elevations
 ZONE-23-0029

20 10 0 20 40

SCALE: 1"= 20'-0"



PROPOSED SITE PLAN
SCALE: 1" = 20'-0"

ZONING
EXISTING ZONING: SINGLE FAMILY-15 (SF-15)
PROPOSED ZONING: PLANNED DEVELOPMENT (DOWN TOWN OFFICE)

BUILDING
TOTAL NEW BUILDING AREA: 7110 SQ.FT.
PROPOSED USE
1ST FLOOR: 2450 SQ.FT. RETAIL/OFFICE
2ND FLOOR: 4660 SQ.FT. RESIDENTIAL 4- 2 BED ROOM UNITS

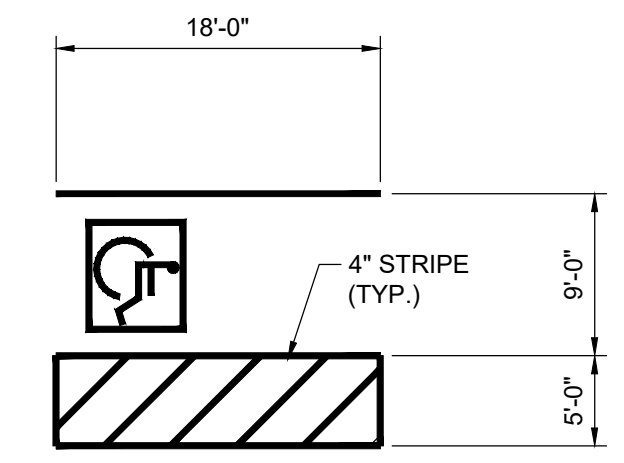
PARKING
RETAIL/OFFICE PARKING: 2450/250 = 10 SPACES
RETAIL PARKING PROVIDED: 12
ACCESSIBLE PARKING 1 SPACES (INCLUDED)
RESIDENTIAL PARKING: 2 x 4 UNITS = 8 SPACES
RESIDENTIAL PARKING PROVIDED: 8

LEGEND

- FH NEW FIRE HYDRANT
- GM GAS METER
- GUY GUY WIRE
- HP HIGH MASS LIGHT POLE
- LP LIGHT POLE
- PP POWER POLE
- SSMH SANITARY SEWER MANHOLE
- TPED TELEPHONE PEDESTAL
- TS TRAFFIC SIGN
- SS SANITARY SEWER
- CO CLEAN OUT
- WM WATER METER
- GRASS
- CONCRETE
- TRAFFIC DIRECTION
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- NEW SHRUB

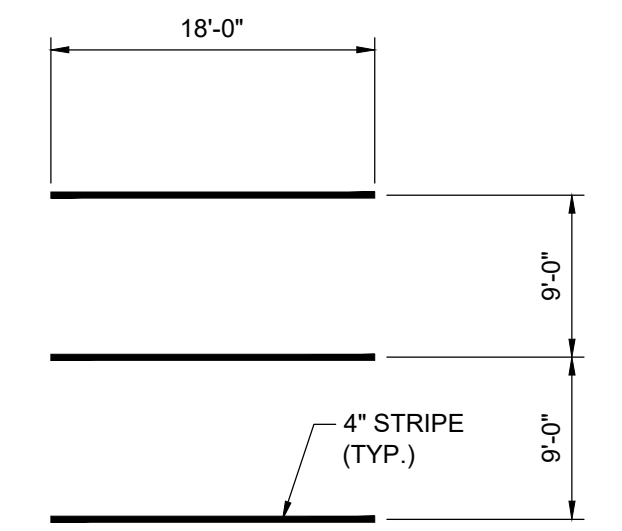


LOCATION MAP
NOT TO SCALE



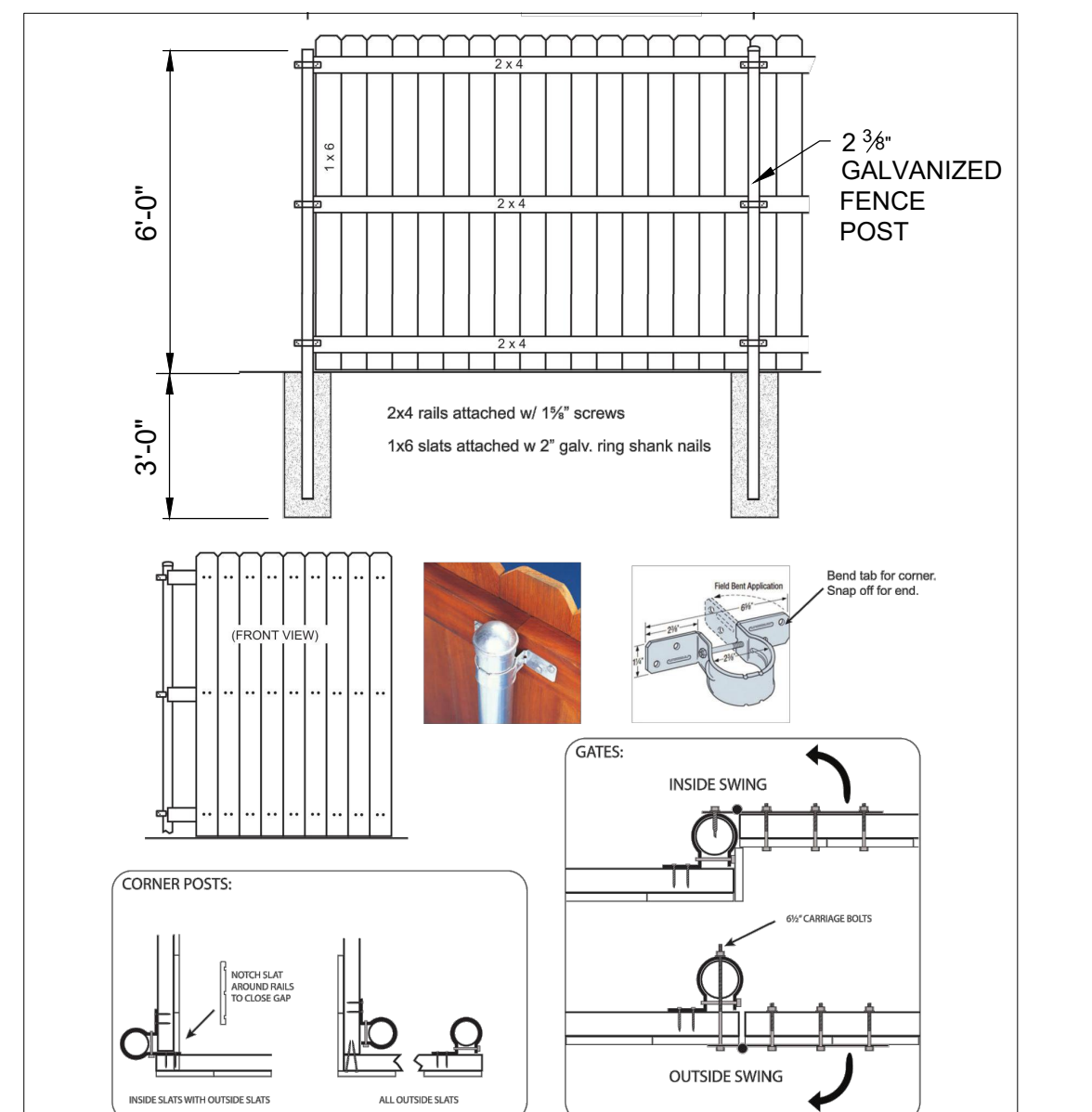
ACCESSIBLE PARKING STRIPE DETAIL

SCALE: 3/32"= 1'-0"

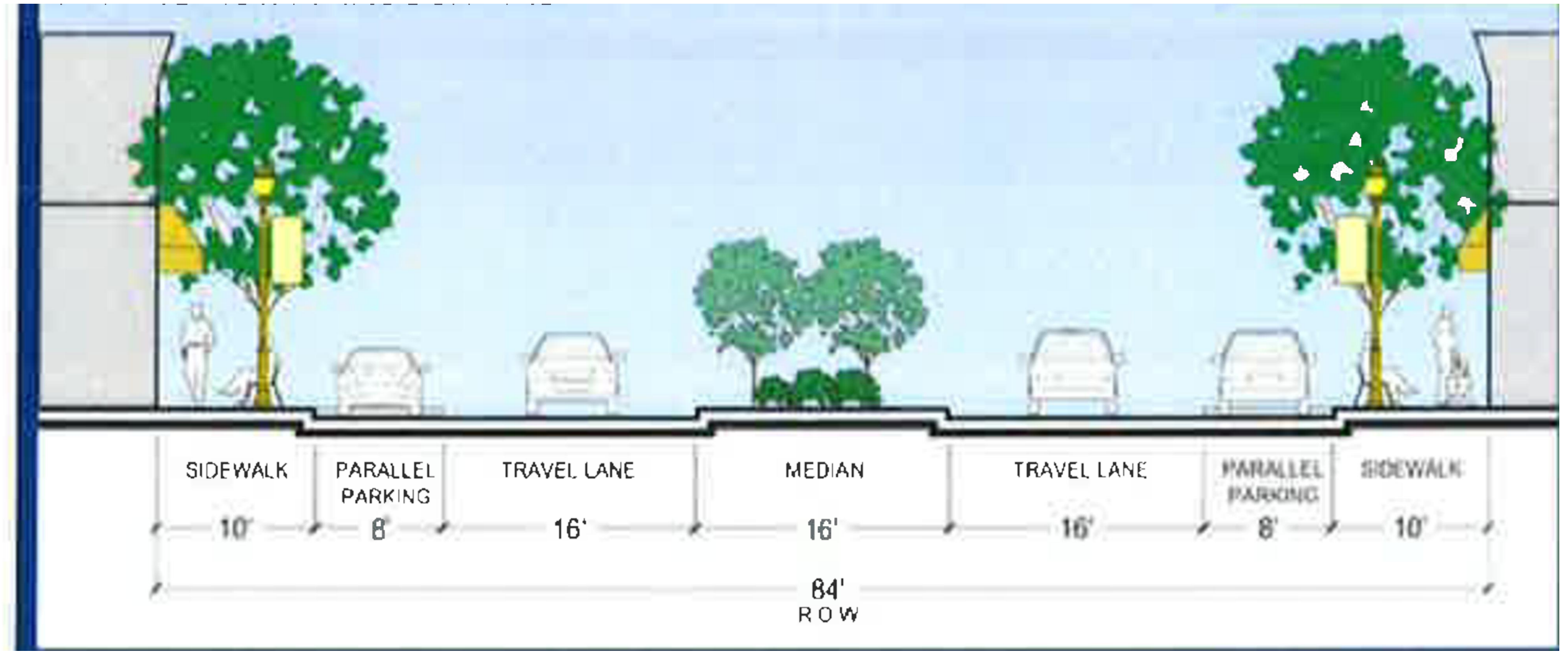


PARKING STRIPE DETAIL

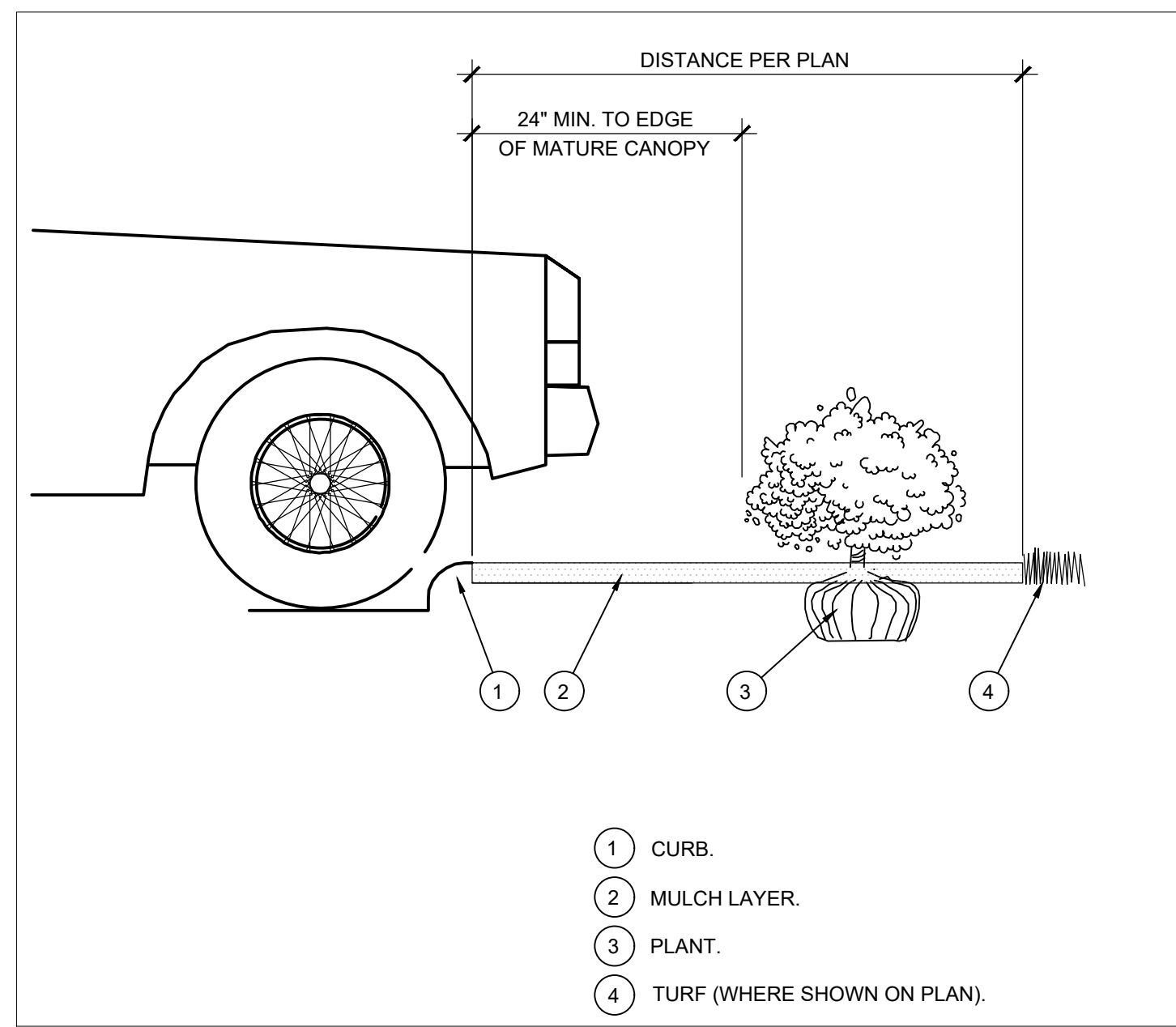
SCALE: 3/32"= 1'-0"



WOOD SCREENING FENCE DETAILS
NOT TO SCALE

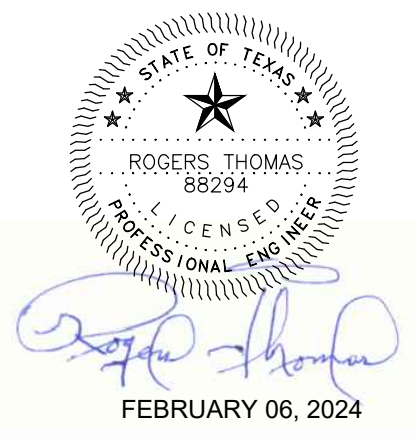


NORTH COLEMAN BUILD OUT SECTION
NOT TO SCALE



PARKING SPACE OVERHANG
NOT TO SCALE

NOTE
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FEBRUARY 06, 2024

Exhibit G: Landscape Plan PROSPER CENTRAL ADDITION BLOCK 1, LOT 1 ZONE-23-0029		
DATE	REVISION	BY
PROPOSED SITE PLAN		
EAST 6TH STREET MIXED USE FACILITY N COLEMAN & E. 6TH STREETS PROSPER, TEXAS 75078		
THOMAS DESIGN TECHNOLOGIES ENGINEERS DESIGNERS PROJECT MANAGERS 1312 RABBIT RIDGE CEDAR HILL, TEXAS 75104 PHONE: (972) 672-8927 EMAIL: rthomas3710@att.net TDBE FIRM REGISTRATION NO. F-6086		
DESIGNED BY: THOMAS DESIGN TECH	CONTRACT NUMBER: 23-036	SHEET NO. C-2
DRAWN BY: THOMAS DESIGN TECH	FILE NAME: E 6th Street Mixed Use Civil Plans.Dwg	TOTAL SHEETS
REVIEWED BY: OWNER	PLOT SCALE: AS NOTED	
DATE: FEBRUARY 06, 2024		



PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Notice of Appeals

Town Council Meeting – April 30, 2024

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

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans.

Description of Agenda Item:

Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission on April 23, 2024. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

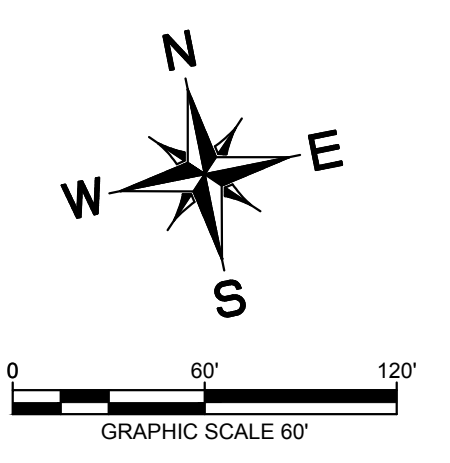
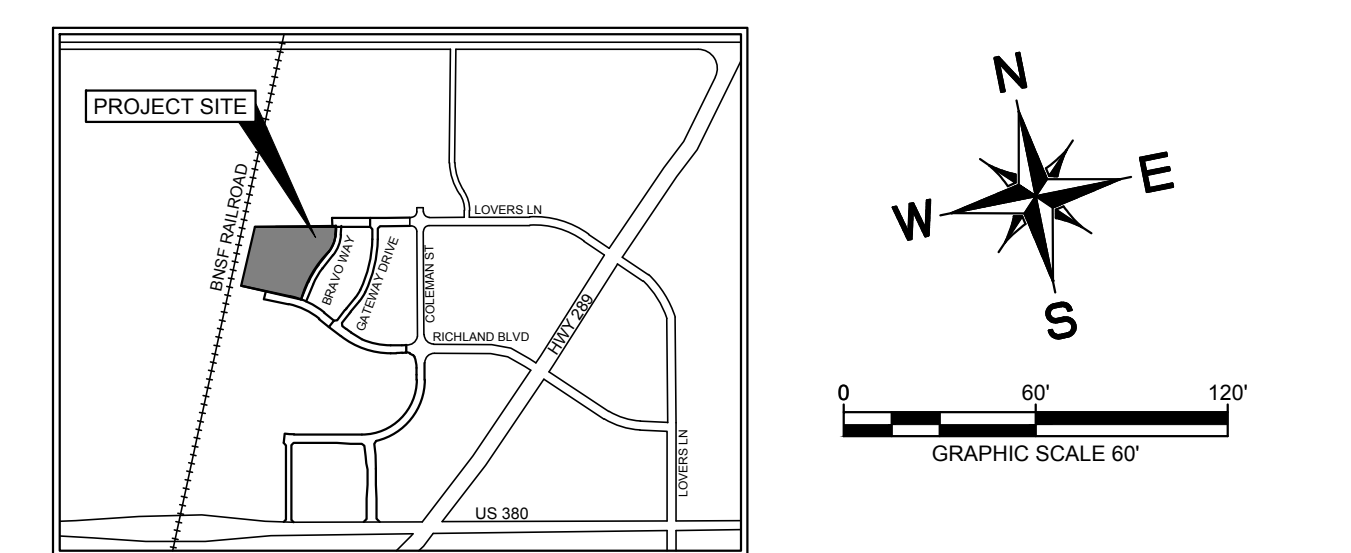
1. DEVAPP-23-0093 – Prosper Center, Block B, Lot 3 (Approved 7-0)
2. DEVAPP-23-0210 – Gates of Prosper, Phase 2, Block D, Lot 3 (Approved 7-0)

Town Staff Recommendation:

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

Proposed Motion:

N/A



LEGEND

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

- FIRE PROTECTION NOTES:**
- 150' HOSE LAY REQUIREMENT HAS BEEN CONCEDED FOR THE FOLLOWING:
 1. LEASING OFFICE AND POOL AREA
 2. BUILDING #9
 3. PAIR OF 3'-0" MAN GATES SHALL BE INSTALLED AS SHOWN ON THIS DRAWING
 - THE PROPERTY SHALL HAVE THREE ACCESS-CONTROLLED VEHICLE GATES AS SHOWN ON THIS DRAWING
 - BUILDINGS SHALL BE PROTECTED WITH SPRINKLER SUPPRESSION AND STANDPIPE SYSTEMS COMPLIANT WITH:
 1. NFPA 13 - CURRENT EDITION (LEASING, BLDGS 1, 2, 5, 6, 7, 9, AND 10)
 2. NFPA 13R - CURRENT EDITION (BLDGS 3, 4, AND 8)
 3. THE CHOSEN SPRINKLER SUPPRESSION SYSTEM CONTRACTOR SHALL DESIGN THE SYSTEM FOR SUBMITTAL AND REVIEW
 - ALL RESIDENTIAL BUILDINGS SHALL BE PROTECTED WITH STANDPIPE SYSTEMS COMPLIANT WITH:
 1. NFPA 14 - CURRENT EDITION
 2. PROSPER ORDINANCE 18-95, SECTION 905.3.9 & 905.3.8.1
 3. THE CHOSEN SPRINKLER SUPPRESSION SYSTEM CONTRACTOR SHALL DESIGN THE SYSTEM FOR SUBMITTAL AND REVIEW
 4. ALL RISER ROOMS SHALL BE 36 S.F. WITH ONE WALL A MINIMUM OF 6' LONG

SITE DATA SUMMARY TABLE

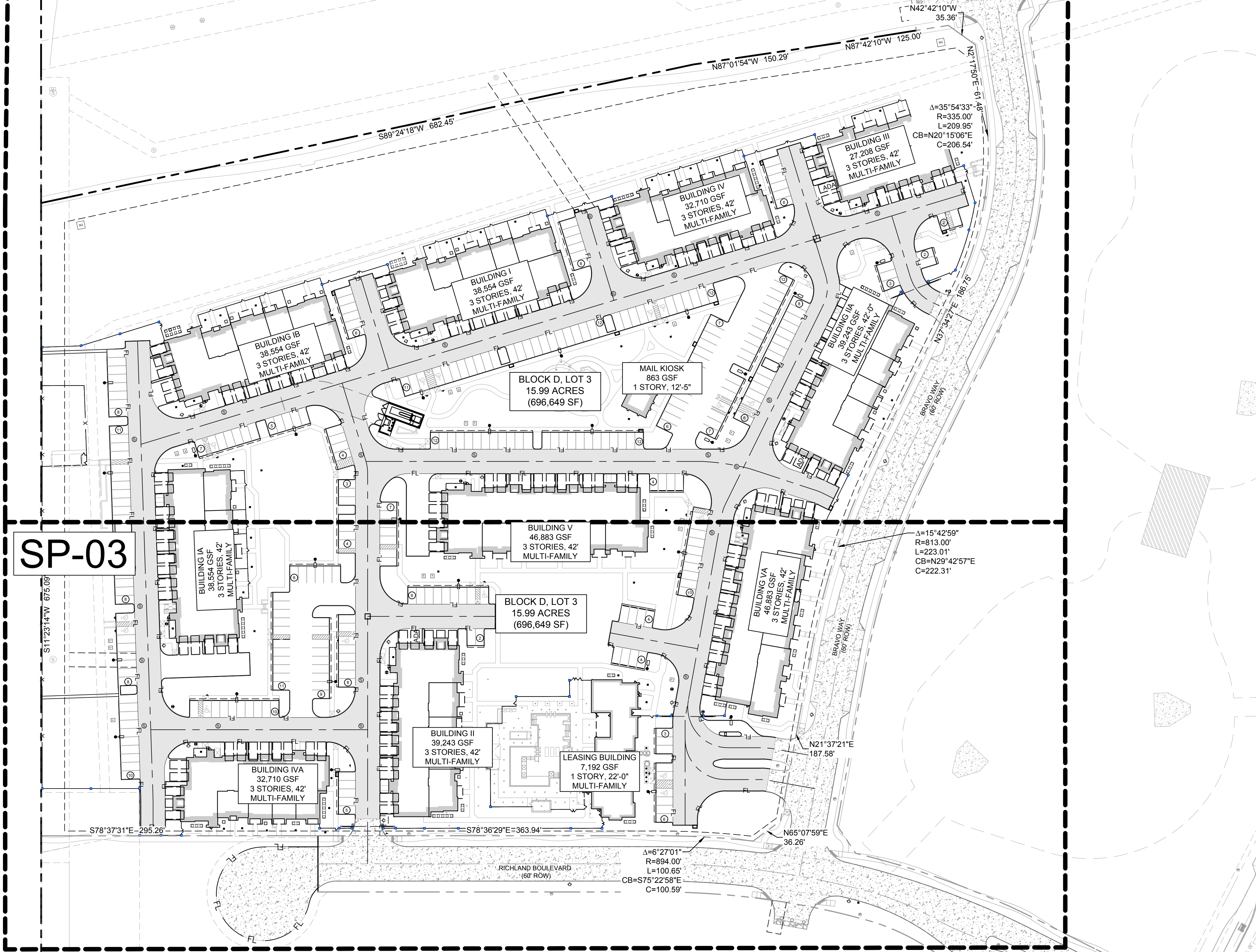
ZONING/PROPOSED USE	PD-67 MULTI-FAMILY
LOT AREA/ SQ. FT. AND AC	696,649 SF; 15.99 AC
BUILDING AREA (gross square footage)	389,436 GSF
BUILDING HEIGHT (number of stories)	42' (3-STORY)
LOT COVERAGE	20.00%
FLOOR AREA RATIO (for non-residential zoning)	.56:1
TOTAL PARKING REQUIRED 162 - 1 BDRM x 1.5 SPACES 94 - 2 BDRM x 2.0 SPACES	431 SPACES
TOTAL PARKING PROVIDED STANDARD = 298 INDIVIDUAL GARAGE = 146 TANDEM = 145	589 SPACES
TOTAL HANDICAP REQUIRED	14 SPACES
TOTAL HANDICAP PROVIDED	14 SPACES
INTERIOR LANDSCAPING REQUIRED	12,100 SQ. FT.
INTERIOR LANDSCAPING PROVIDED	12,100 SQ. FT.
IMPERVIOUS SURFACE	624,485 SQ. FT.
USABLE OPEN SPACE REQUIRED	208,994 SQ. FT. (30%)
USABLE OPEN SPACE PROVIDED	208,994 SQ. FT. (30%)

*PARALLEL SPACES ALONG STREET B NOT INCLUDED IN PARKING COUNT

- NOTE:**
1. ALL OPEN SPACE AND LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE W THE REQUIREMENTS OUTLINED IN PD-67
 2. LOT MUST CONFORM TO ALL REQUIREMENTS OUTLINED IN PD-67 AND ZONING ORDINANCE #05-20.
 3. ALL DIMENSIONS PROVIDED ARE FROM THE FACE OF CURB.

SP-02

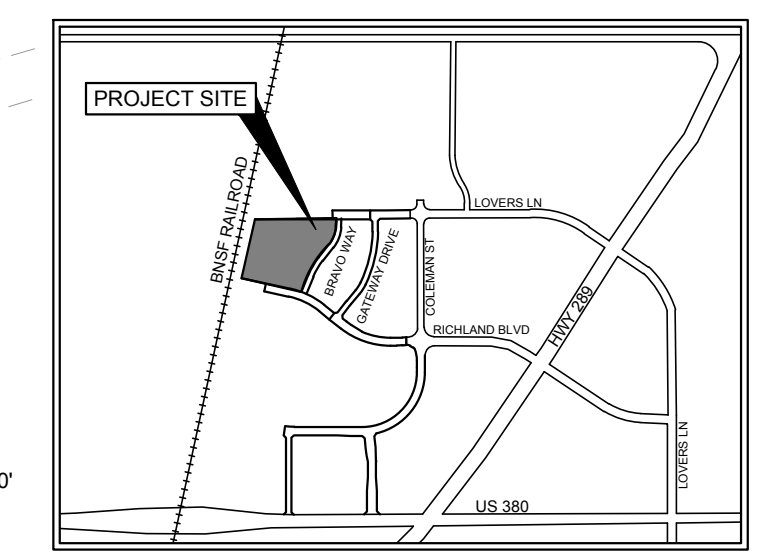
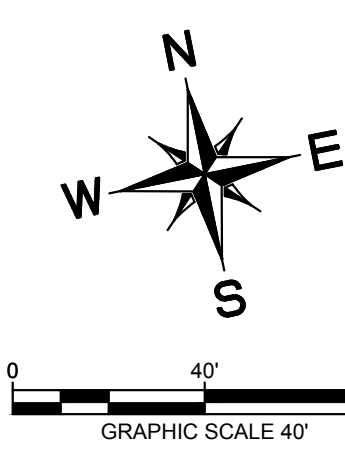
SP-03



NOTES

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
 3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
 4. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 6. 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.
 7. THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
 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

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and debarment by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.
 Drawn by: KEM
 Checked by: RAK
 Date: 01/19/2024
 Project: GATES OF PROSPER MULTIFAMILY PHASE 2
 Location: 260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
 Phone: 469-301-2560
 Fax: 972-239-3820
 Website: WWW.KIMLEY-HORN.COM



VICINITY MAP
N.T.S.

LEGEND

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

NOTE:
1. ALL OPEN SPACE AND LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OUTLINED IN PD-67.
2. LOT MUST CONFORM TO ALL REQUIREMENTS OUTLINED IN PD-47 AND ZONING ORDINANCE 905-20.
3. ALL DIMENSIONS PROVIDED ARE FROM THE FACE OF CURB.



NOTES

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- FIRE PROTECTION NOTE:
1. 150' HOSE LAY REQUIREMENT HAS BEEN CONCEDED FOR THE FOLLOWING:
 - 1.1. LEASING OFFICE AND POOL AREA
 - 1.2. BUILDING 99
 2. PAIR OF 3'-0" MAN GATES SHALL BE INSTALLED AS SHOWN ON THIS DRAWING
 3. THE PROPERTY SHALL HAVE THREE ACCESS-CONTROLLED VEHICLE GATES AS SHOWN ON THIS DRAWING
 4. BUILDINGS SHALL BE PROTECTED WITH SPRINKLER SUPPRESSION AND STANDPIPE SYSTEMS COMPLIANT WITH
 - 4.1. NFPA 13 - CURRENT EDITION (LEASING, BLDGS 1, 2, 5, 6, 7, 9, AND 10)
 - 4.2. NFPA 13R - CURRENT EDITION (BLDGS 3, 4, AND 8)
 - 4.3. THE CHOSEN SPRINKLER SUPPRESSION SYSTEM CONTRACTOR SHALL DESIGN THE SYSTEM FOR SUBMITTAL AND REVIEW
 5. ALL RESIDENTIAL BUILDINGS SHALL BE PROTECTED WITH STANDPIPE SYSTEMS COMPLIANT WITH
 - 5.1. NFPA 14 - CURRENT EDITION
 - 5.2. PROSPER ORDINANCE 18-05, SECTION 905.3.9 & 905.3.9.1
 - 5.3. THE CHOSEN SPRINKLER SUPPRESSION SYSTEM CONTRACTOR SHALL DESIGN THE SYSTEM FOR SUBMITTAL AND REVIEW
 6. ALL RISER ROOMS SHALL BE 36 S.F WITH ALL WALLS A MINIMUM OF 6' LONG

SITE PLAN
GATES OF PROSPER - PHASE 2 MF
BLOCK D, LOT 3
DEVAPP-23-0210
Being 15.99 Acres Out Of The
COLLIN COUNTY SCHOOL NO. 12 SURVEY
Abstract No. 147
BEN RENSON SURVEY Abstract No. 755
Town of Prosper, Collin County, Texas
Submitted: DECEMBER 4, 2023

Owner:
380 & 289 LP
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Owner:
183 Land Corporation Inc.
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
260 East Davis Street Suite 100
McKinney, Texas 75069
Contact: Rachel Korus, P.E.
Phone: (469)-301-2594

GATES OF PROSPER MULTIFAMILY PHASE 2
PROSPER, TEXAS

SITE PLAN
SHEET NUMBER
SP-02

Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. for any errors or omissions in this document without written authorization and indemnification by Kimley-Horn and Associates, 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: First Amendment: Roadway Construction Reimbursement Agreement
MSW Prosper 380 II, LP (TIRZ No. 2)

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2).

Description of Agenda Item:

At the April 12, 2022, Town Council meeting, the Town Council approved a Roadway Construction Agreement with MSW Prosper 380 II, LP, for the construction of the following roadways (including underground utilities, median landscaping and street lighting) within the boundaries of the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2):

- 4 lanes concrete pavement: Mahard Parkway from Toyota and Texas Health Resources, extending north to the intersection of Prairie Drive.
- 4 lanes concrete pavement: Prairie Drive from the intersection of Mahard Parkway, extending east to the intersection of Shawnee Trail.
- 4 lanes concrete pavement: Shawnee Trail from the intersection of Prairie Drive, extending north to the future intersection of Lovers Lane.
- 4 lanes concrete pavement: Prairie Drive East from the intersection of Shawnee Trail, extending east to the Dallas North Tollway.

Paragraph 1 of the original agreement states the following:

"1. **Construction of the Roadways by Developer.** Developer agrees to construct the Roadways, and the location and anticipated construction costs of the Roadways are described in Exhibit A, attached hereto and incorporated by reference. All roadway construction by Developer shall be subject to applicable state bidding laws and Town engineering, design and construction standards. In the event the Roadways have not been accepted by the Town within two (2) years of the date of execution of this Agreement, then this Agreement shall be null and void and of no further force or effect."

With April 12, 2024, being the expiration of the agreement due to the roadways not yet being accepted, the purpose of the First Amendment to the Roadway Construction Reimbursement Agreement is to extend the expiration deadline for the completion and acceptance of the roadways. At the April 16, 2024, Town Council meeting, the proposed change to the last sentence of Paragraph 1. of the original agreement was discussed:

"In the event the Roadways have not been accepted by the Town on or before March 31, 2025, then this Agreement shall be null and void and of no further force or effect."

Based on feedback received from the Town Council, the First Amendment has been revised to include the following:

- Beginning on April 13, 2024, Developer agrees and acknowledges that it shall be liable for a late penalty of One Thousand Dollars (\$1,000.00) per day until the Roadways are substantially complete. "Substantially complete" shall mean the date on which the Roadways have progressed to the point where, in the opinion of the Town Engineer, the construction of the Roadways is sufficiently complete, in accordance with all Town specifications and requirements, so that the Roadways may be utilized by and are open for traffic thereon.
- All Improvements referenced in the Agreement (median landscaping and irrigation and streetlights, except where streetlights are not authorized by Atmos) shall be finally accepted by the Town on or before August 30, 2024. "Final acceptance" shall mean the date on which the Town formally accepts all Improvements referenced in the Agreement. Final acceptance by the Town shall not be unreasonably withheld or delayed.
- Beginning on August 31, 2024, Developer agrees and acknowledges that it shall be liable for a late penalty of One Thousand Dollars (\$1,000.00) per day until all Improvements referenced in the Agreement (median landscaping and irrigation and streetlights, except where streetlights are not authorized by Atmos) are finally accepted by the Town.
- Any late penalties assessed Developer shall be deducted from any eligible reimbursements to Developer from the funds of the Town's Tax Increment Reinvestment Zone No. 2.

Budget Impact:

The estimated cost for the design and construction of the proposed roadways within TIRZ No. 2 is approximately \$14,399,970.

Legal Obligations and Review:

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

Attachments:

1. First Amendment to Roadway Construction Reimbursement Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2).

Proposed Motion:

I move to authorize the Town Manager to execute the First Amendment to the Roadway Construction Reimbursement Agreement between MSW Prosper 380 II, LP, and the Town of Prosper, Texas, related to the construction of roadways within the Town's Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2).

**FIRST AMENDMENT TO ROADWAY CONSTRUCTION
REIMBURSEMENT AGREEMENT**

THIS FIRST AMENDMENT TO ROADWAY CONSTRUCTION REIMBURSEMENT AGREEMENT (“First Amendment”) is made and entered into by and between the Town of Prosper, Texas (“Prosper” or the “Town”), and MSW Prosper 380 II, LP, a Texas limited partnership (“Developer”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, previously the Town and Developer entered into an Agreement entitled “MSW Prosper 380 II, L.P., Roadway Construction Reimbursement Agreement” (“Agreement”) relative to the construction by Developer of a portion of Mahard Parkway and a portion of Prairie Road (such portions are collectively referred to as “the Roadways”), as more fully described in the Agreement; and

WHEREAS, pursuant to Paragraph 1 of the Agreement, the Roadways and related improvements, as described in Exhibit A to the Agreement, were required to have been accepted by the Town within two (2) years of the date of execution of this Agreement; and

WHEREAS, the last date of execution of the Agreement by a party was April 12, 2022; and

WHEREAS, Developer as of April 12, 2024, had not completed its construction obligations under the Agreement and therefore, the Town had not accepted the Roadways by such date; and

WHEREAS, Developer has requested an extension of time to complete its construction obligations under the Agreement; and

WHEREAS, the Parties have agreed to the following terms and conditions through this First Amendment.

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

1. Substantial Completion of the Roadways and Penalty for Failure to Substantially Complete the Roadways. Beginning on April 13, 2024, Developer agrees and acknowledges that it shall be liable for a late penalty of One Thousand Dollars (\$1,000.00) per day until the Roadways are substantially complete. For purposes of this First Amendment, “substantially complete” shall mean the date on which the Roadways have progressed to the point where, in the reasonable opinion of the Town Engineer, the construction of the Roadways is sufficiently complete, in accordance with all Town specifications and requirements, so that the Roadways may be utilized by and are open

for traffic thereon. Town determination of substantial completion for the purposes of this Section 1 shall not be unreasonably withheld or delayed. Any late penalty assessed Developer shall be deducted from any eligible reimbursements to Developer from the funds of the Town's Tax Increment Reinvestment Zone No. 2.

2. Final Acceptance by the Town of All Improvements and Penalty for Developer's Failure to Timely Complete All Improvements.

A. The Parties agree that all Improvements referenced in the Agreement (median landscaping and irrigation and streetlights, except where streetlights are not authorized by Atmos) shall be finally accepted by the Town on or before August 30, 2024. For purposes of this First Amendment, "final acceptance" shall mean the date on which the Town formally accepts all Improvements referenced in the Agreement. Final acceptance by the Town shall not be unreasonably withheld or delayed.

B. Beginning on August 31, 2024, Developer agrees and acknowledges that it shall be liable for a late penalty of One Thousand Dollars (\$1,000.00) per day until all Improvements referenced in the Agreement (median landscaping and irrigation and streetlights, except where streetlights are not authorized by Atmos) are finally accepted by the Town. Any late penalty assessed Developer shall be deducted from any eligible reimbursements to Developer from the funds of the Town's Tax Increment Reinvestment Zone No. 2.

3. Force Majeure. Notwithstanding anything herein to the contrary, Developer shall not be liable for any failure or delay in fulfilling or performing its obligations herein if Developer's completion of the Roadways or Improvements is delayed due to any to the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, tornados, weather events, or other environmental disasters; (c) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or action; (e) national or regional emergency; or (f) delays caused by the Town. In the event of a Force Majeure Event, within two (2) business days of the start of any Force Majeure Event, Developer shall provide written notice to the Town Engineer stating the period of time the Force Majeure Event commenced and how long such event is expected to continue. Each day that such Force Majeure event continues must be timely reported to the Town Engineer. The failure of Developer to timely report such Force Majeure event to the Town Engineer shall result in such time periods not being included as a Force Majeure Event. Developer shall use diligent efforts to end the delay and ensure the effects of such Force Majeure Event are minimized. Developer shall resume performance of its obligations as soon as reasonably practicable after the removal of the Force Majeure Event. During any such Force Majeure Event, the imposition of any late penalties set forth herein shall be suspended and not resumed until the removal of the Force Majeure Event.

4. Effect of the Agreement. Except to the extent referenced herein, all other terms and conditions contained in the Agreement shall remain in full force and effect and apply to this First Amendment unless specifically otherwise provided herein.

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

THE TOWN OF PROSPER, TEXAS


By: _____
Name: Mario Canizares
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2024, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

Notary Public, State of Texas

MSW PROSPER 380 II, LP, a Texas limited partnership


By: 
Name: Adam Miller
Title: Vice President

STATE OF TEXAS)
)
COUNTY OF DENTON)

Before me, the undersigned authority, on this day personally appeared Adam Miller, Vice of President of MSW Prosper 380 II, LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entity.

Given under my hand and seal of office this 25th day of April, 2024.




Notary public in and for the State of Texas
My commission expires: 4/1/2027



LIBRARY

To: Mayor and Town Council

From: Leslie Scott, Director of Library Services

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

Re: Library Master Plan Proposal

Town Council Meeting – April 30, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Proposal for Services with 720 Design for the preparation of a Library Master Plan for \$98,375.00.

Description of Agenda Item:

This is the first assessment of needs for a Library Master Plan the Town has conducted since the creation of the Library in approximately 2001. The Master Plan will provide a foundation for future expansion and growth of the Library.

The CIP Subcommittee approved the proposal and allocated \$130,000 from the Capital Dedicated Fund for the proposed Master Plan, which covers Part 1, the Master Planning Summary of Needs.

Town staff is recommending we proceed with only Part 1 of the attached proposal at a cost of \$98,375.00. Parts 2 and 3 include a more detailed conceptual design and programming information, which is not necessary at this time. The Town may choose to implement Parts 2 and 3 in the future under a separate agreement with the vendor to prepare for a potential bond election.

The Library Board reviewed and approved the Proposal for Services at their March 27, 2024, meeting.

Budget Impact:

The original estimated budget for this project was \$130,000.00. The total cost of services is \$98,375.00. Funding is available in account 750-5410-10-00-2406-FC.

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. Proposal for Services
2. Fee Proposal

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the Town Manager to execute a Proposal for Services with 720 Design for the preparation of a Library Master Plan for \$98,375.00.

Proposed Motion:

I move to authorize the Town Manager to execute a Proposal for Services with 720 Design for the preparation of a Library Master Plan for \$98,375.00.

March 28, 2024

PROPOSAL PRESENTED TO: Prosper Community Library

Re: Prosper Community Library Master Plan
Part 1: Master Planning Summary of Needs
Part 2: Programming and Concept Design for Bond Preparation
Part 3: Concept Development

720 Design Inc. appreciates the opportunity to present this proposal for your consideration.

PROJECT GOALS AND OBJECTIVES:

This proposal is for 720 Design Inc. to provide consulting services that will lead to a new Prosper Community Library.

Goals for the project include:

- The current library is 10,000 SF on two floors of the Town Hall Building.
- The new library will be on property to be determined and will include parking, walking trails, and outdoor story time spaces.
- The goal is to meet 0.8 SF per capita of library space and include shell space for future expansion as the town grows.
- Success will include a variety of cultural amenities that meet the high expectations of the citizens.
- History is important to town leadership (ie Cotton Gin, silos, windmills).
- Town leaders are active in the library and have READ posters supporting the library.
- Public Space needs:
 - Study rooms
 - Meeting Spaces
 - Voting location
 - Messy creative area (like the water room at the Indianapolis Children’s Museum)
 - More collection items like kits, manipulatives, audio backpacks, American Girl Dolls, robots etc.
- Staff needs:
 - More office/workspace
 - Currently the library has two off-site storage facilities for books and holiday supplies.
 - The five-year staffing plan includes:
 - Acquisitions Librarian
 - Teen Librarian
 - IT
- Library staff utilizes a number of spaces for Programs:
 - Multi-purpose room
 - Country Club
 - Horse Ranch
 - Natatorium
 - Football Stadium
 - Others
- The library would like to offer more programs, continue to utilize the partnerships for other program locations while increasing capacity at the library.
- This process is in preparation for a potential 2025 bond election – TBD.

SCOPE OF SERVICES:

Part 1: Master Plan Summary of Needs

Prior to the first programming meeting gather as much of the following information as possible:

- Plan of current library
- Library organization chart including expected increases in staffing
- Population Studies
- Circulation stats for one year (2019 and 2022)
- Collection Development Plans by genre (current collection vs. planned collection)
- Program attendance by age group (2019 and 2022)
- Previous Strategic and/or Long-Range Plan for Library
- Technology Plan
- Technology Inventory, to include current computer counts
- Number of reader seats and technology seats in the current library
- Library Organizational chart and staffing projections
- Other items as needed

Master Plan Meeting #1 “Kick Off” and interviews

- Identify Process, Schedule, Goals and Criteria for Success
- Discuss stakeholders’ expectations and preconceived notions
- Strategize on community input opportunities, format, and schedule
- Review process for online survey
- Review current trends in library design and planning

Staff stakeholder interviews:

- Staff Interviews in their current space to determine required workflow and space requirements

Space Needs Development Meeting #2

- Review collection development, technology, seating standards based on Texas Library Standards and other applicable standards (ALA, other states, Whole Building Guide)
- Finalize itinerary for Discovery Tours
- Strategize for community input including relevant trends and new spaces as identified in the Discovery Tours.
- Review online survey questions

Environmental Scan

- Meet with Library and GIS to begin mapping library users and non users by market segment if possible
- Peer benchmarking against up to (9) Texas Peer Libraries identified services, population, number of outlets, funding, and other factors (Anna, Celina, Coppell, Frisco, Flower Mound, Keller, Little Elm, McKinney, Southlake).

Market Segment Analysis – Optional Service

Discovery Tours of other Libraries:

- In person visits to similar sized libraries for lessons learned and current best practices with library staff and stakeholders are an additional service.
- These can be regional new or renovated libraries or outside of the region based on goals for Discovery Tours.

- The tours allow the library, town, and design team to develop a “common” language to utilize throughout the programming process for discussions on spaces and sizes.

Community Input Meetings: This will be customized based on the best way to include as many users and potential users as possible. The community focus group effort allows the library and design team to present current trends and opportunities in library design that may come as surprise (and delight!) to those who have not used a library recently. Options for community input include (select one or a combination of community input):

- Community Focus Groups (4) – invited library users and non-users participate in a conversation and presentation for future library services and spaces.

Online Survey

- 720 design (with Ivy Group Consulting) will assist the library in preparing a web-based survey of the community for library amenities, services, and programs. The design team will be responsible for:
 - developing the survey questionnaire (two rounds of revisions) with a series of quantitative questions and up to two qualitative “open end” questions;
 - recommending strategies to ensure maximum participation;
 - programming, testing, and launching the survey;
 - monitoring response rates;
 - analyzing the data;
 - summarizing key findings in a research report; and
 - reviewing the findings with the project team.

The Library will be responsible for:

- Posting the survey link on its website and social media; and
- Promoting survey participation.
- Design and send postcard to the community announcing community input and online survey.

Community Stakeholder/Leadership Interviews: A discussion guide will be developed to interview library stakeholders to discuss the role of the library in Prosper. Interviews may include the library board, Economic Development and/or CDC, Mayor, Town Manager, and Council members, school representatives, homeschool groups, library power users, or others to be determined. The fee is based on the number of interview sessions.

Space Needs Development Meeting #3

- Following the Discovery Tours and community input, we will be able to answer the question “what does the community want?” and include the top ten components in the preliminary “wish list” program. This review will set priorities and set the stage a phased needs approach to space utilization. This may include options for meeting “Exemplary”, “Enhanced”, or “Standard” levels of service.

Technology Workshop:

- Review of existing technology components of the library
- Led by NV5’s Mary Cook, this will be a visioning session for AV, IT, infrastructure, security, and acoustics specifically for libraries
- A written report of the results will be provided.

Review Facility Recommendations Meeting #4

- Zoom meeting to review the program line by line to reach final needs assessment size.
- Rough Order of Magnitude (ROM) cost for recommendations including design, construction, FFE.

- Review recommendations which will include a new library and may include other nontraditional methods for providing library services (mobile services, partnerships for service, remote locations for lockers or library vending and other services to be determined)

Draft Master Plan Report Meeting #5:

- Review of 90% draft master plan report
- Include all revisions in the Final Report
- Identify staff for yearly review of the implementation of the recommendations and activities

Prepare and submit final report

Final Master Plan Report Meeting #6 (on site):

- Presentation of final master plan to library board and/or town council/CIP

COMPENSATION:

SEE FEE CHART

KEY PERSONNEL:

Maureen Arndt, 720 design, shall serve as subject matter expert, providing day-to-day client contact and project management.

Mia Ovcina, 720 design, shall serve as Project Manager, providing day-to-day client contact and project management.

Susannah Hills, 720 design, shall serve as Interior Design Project Manager.

Sarah Hamfelt, Ivy Group, shall serve as full service online survey consultant

Charles Aguirre, APR3D, will serve as cost estimator on the project.

Mary Cook, NV5/Sextant Group, will serve as Technology Consultant.

Nicholas Nelson, TNP, will serve as Landscape Architect.

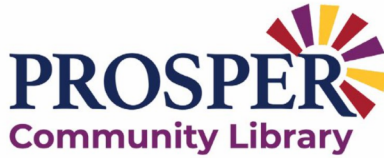
OPTIONAL ADDITIONAL SERVICES:

Market Segment Analysis

- If the town does not have access to a market segment analysis, the 720 design team can provide a market segmentation of the overall community or limited to current library users.
- The market segmentation will use Claritas *My Best Segments* or similar consumer analytics to the Library patron list with addresses of cardholders to identify their consumer segments to inform library services to provide in a new space, collection development, technology needs, and marketing strategies.

Discovery Tours of other Libraries – out of region or out of state:

- In person visits to similar sized libraries for lessons learned and current best practices with library staff and stakeholders outside of the region based on goals for Discovery Tours.



Hourly Rates:

Maureen Arndt	\$230
Project Manager	\$210
Drafting/Project Architect	\$185
Online Survey and Marketing Management - Full Service	\$170
Graphic Design	\$160

Additional Meetings, Presentations or field measuring buildings will be billed at an hourly rate as follows:

Reimbursable Expenses: Expenses are included in the project management Fee Compensation listed above. Travel expenses (meals, mileage) based on the number of meetings anticipated are included in the fee. Reimbursable expenses excluded from the project management fee include additional renderings, pdf transfer to .dwg or scan to PDF for existing plans and boards from community input (estimated @ \$2,500). Reimbursables will be billed at 1.10% of actual costs.

Change of Service: Services that are required of 720 Design Inc. that are not defined in the scope of work above shall be considered a change of service. Prior approval from the Owner will be received before any additional services are executed.

SCHEDULE:

The schedule will be developed in conjunction with the owner for this project. A draft schedule is attached for review.

All meetings and presentations as itemized above shall take place virtually (via Teams or Zoom) or at the Prosper Community Library unless specified otherwise.

Exhibits

Exhibit A-General Conditions: The terms and conditions listed in Exhibit A-General Conditions of Agreement, dated January 2024 will apply to this proposal.

Submitted by:

Approved by:

Maureen Arndt, AIA, IIDA
President
720 Design Inc.

3/12/24

Title Date

Enclosures:

- Fee Chart
- Draft Schedule

Fee Proposal
720 design PROSPER COMMUNITY LIBRARY
April 1, 2024

	Hours	Principal	Hours	Staff	Comments
Part 1: Master Plan Summary of Needs					
Project Management and expenses (printing, mileage)				4,000	\$4,000
Bi Weekly touchpoint for project process	12	2,760	12	2,400	
Programming Information Gathering and Analysis	2	460	2	400	
Pre-meeting to discuss data	2	460	2	400	
Meeting prep	3	690	2	400	
Master Plan Meeting #1 "Kick Off" and interviews	6	1,380	6	1,200	\$12,500
Identify Schedule, Process, and Goals	1	230		0	
Tour Library and Interview staff	2	460	2	400	
Online Survey Discussion		0		0	
Community Meeting Strategy		0		0	
Meeting documentation	2	460	2	400	
Space Needs Development Meeting #2	6	1,380	0	0	\$3,390
Apply Standards to collection, technology, staffing, seating	2	460		0	
Prepare discussion guide for Leadership/Stakeholders	2	460	0	0	
Community Meeting, Discovery Tours, and online survey updates	2	460		0	
Meeting documentation	1	230	2	400	
Environmental Scan - Ivy				9,200	\$10,690
Meet with Planning and GIS	1	230	1	200	
Peer Benchmarking	1	230	1	200	
Meeting documentation	1	230	2	400	
Library Discovery Tours - Local new, relevant libraries & library/rec center combos	20	4,600	8	1,600	\$6,200 <i>include library/rec center combinations</i>
Community Meeting Planning and Prep	4	920		0	
Community Input Meetings					
Community Focus Groups (4)	14	3,220	14	2,800	
Community Meeting Documentation	2	460	8	1,600	\$9,000
Stakeholder/Leadership Interview Planning and Prep	4	920	0	0	\$2,300
Documentation	6	1,380	0	0	
Online Survey Options - Ivy				8,525	\$9,445
Full Service Prepare, host, analysis of Online survey (lump sum)	4	920	0	0	
Community Stakeholder/Leadership Interviews (10)	16	3,680	16	3,200	\$9,860
Documentation	6	1,380	8	1,600	
Prepare working space needs	8	1,840	2	400	
Space Needs Development Meeting #3	6	1,380	0	0	\$7,120
Revise working outline program options	4	920	0	0	
Prepare facility recommendations	6	1,380	6	1,200	
Technology Visioning Workshop - led by NV5	3	690	3	600	\$4,790 <i>NV5 Leads virtually</i>
Documentation				3,500	
Review Facility Recommendations Meeting #4	2	460	2	400	\$5,440
Update recommendations	2	460	0	0	
ROM Cost Estimates for recommended options	4	920	16	3,200	
Prepare 90% draft master plan	12	2,760	16	3,200	\$9,340
Draft Master Plan Report Meeting #5	2	460	2	400	
Finalize Master Plan Document	4	920	8	1,600	
Meeting #6: Final Master Plan report	2	460	2	400	\$4,300
Final Presentation (two)	8	1,840	8	1,600	
PART 1 Subtotal		\$42,550		\$55,825	\$98,375
Other Services to be determined as needed:					
Market Segment Analysis - Ivy				9,860	\$12,040
Map Library users to GIS map	2	460	2	400	
Analysis of findings to inform library spaces	2	460	0	0	
Market Segment Report	2	460	2	400	
Library Discovery Tours - Out of the region or state new, relevant libraries & library/rec center combos	20	4,600	16	3,200	\$7,800 <i>does not include travel expenses if out of town</i>
Additional Community Input Meetings:					
Community Meetings (720 in person)					\$2,520 <i>(3) Meeting minimum</i>
as	2	460	2	400	\$860 <i>each</i>
Open House Community Meetings					\$3,360
Printing of large boards and voting dollars					\$2,600
Additional Presentations (Council, Library Board)	4	920	4	800	\$1,720
Additional Renderings - each					\$3,600 <i>each</i>
Landscape Illustrative Renderings					\$7,000 <i>includes 3</i>
Hourly Rate for additional meetings or other services not detailed:					
Maureen Arndt		\$230			
Project Manager		\$210			
Drafting/Project Architect		\$185			
Online Survey and Marketing Management - Full Service		\$170			
Graphic Design		\$160			