



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, November 12, 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 November 18, 2024, as National Injury Prevention Day. (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 October 22, 2024, Town Council Work Session meeting. (MLS)

- [3.](#) Consider and act upon the minutes from the October 22, 2024, Town Council Regular meeting. (MLS)
- [4.](#) Consider and act upon a resolution casting the Town of Prosper's votes for the Collin County Central Appraisal District Board of Directors (CCAD). (MLS)
- [5.](#) Consider and act upon a resolution accepting and approving the 2024 Tax Roll. (CL)
- [6.](#) Consider and act upon an ordinance adding a new Section 12.05.039, "Prosper Trail," to Division 2, "No-Parking Zones," of Article 12.05, "Parking, Stopping and Standing," of Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances generally prohibiting the parking, standing or stopping of vehicles along Prosper Trail, from the Dallas North Tollway to Custer Road. (TW)
- [7.](#) Consider and act upon an ordinance repealing existing Section 12.01.003, "Engine (Jake) Brakes," of Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances and replacing it with a new Section 12.01.003, "Engine (Jake) Brakes," relative to the prohibition of engine or jake braking in the Town; and amending Article 12.01, "General Provisions," of Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances by adding a new Section 12.01.004, "Motor Vehicle Idling," generally relating to the prohibition of the idling of motor vehicles in the Town. (TW)
- [8.](#) Consider and act upon approving the purchase of five (5) 2025 Ford trucks for Public Works from Silsbee Ford utilizing The Interlocal Purchasing Systems (TIPS) Contract No. 210907 for \$356,820. (CJ)
- [9.](#) Consider and act upon the purchase of one (1) Green Equipment Crawler Camera and one (1) John Deere 310P Tractor utilizing Sourcewell Contract Number 011723-JDC and BuyBoard Contract 676-22 totaling \$233,128. (CJ)
- [10.](#) Consider and act upon approving the purchase of meter transmission units (MTUs) for the use with water meters from Aclara Technologies, LLC, for \$165,186. (CJ)
- [11.](#) Consider and act upon approving an agreement with URETEK USA for repairs to the westbound lanes of Prosper Trail from Mike Howard Way to Dallas Pkwy for \$283,500. (CJ)
- [12.](#) Consider and act upon an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider for \$243,512. (CJ)
- [13.](#) Consider and act upon approving the purchase from Axon Enterprise, Inc. for tasers and associated supplies utilizing BuyBoard Contract #698-23 for \$70,742. (DK)
- [14.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between GEOTEX Engineering, and the Town of Prosper, Texas, related to construction materials testing for Fire Station 4 with a cost not to exceed \$78,787. (SB)
- [15.](#) Consider and authorize the purchase of an emergency stand-by generator for Fire Station No. 3 for \$87,113. (CE)
- [16.](#) Consider and act upon authorizing the Town Manager to execute an agreement with DAC, Inc. to upgrade fire and security systems for Fire Station No. 3 for \$67,904. (CE)

- [17.](#) Consider and act upon approving the renewal of an Enterprise License Agreement for term license software between Environmental Systems Research Institute, Inc., a sole source provider, and the Town of Prosper, Texas; and authorizing the Town Manager to execute an agreement for \$142,029. (LJ)
- [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 an appeal to the requirements of the Town of Prosper Fence Regulations permitting alternate fence materials at 980 English Ivy. (CE)
- [20.](#) Consider and act upon authorizing the Town Manager to enter into a second contract amendment with Republic Services to convert to once-a-week residential bulk pick up and to approve a revised fee schedule effective February 1, 2025, adjusting commercial and residential prices for the twelve-month CPI change. (CL)
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 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 code enforcement activities and substandard structures, law enforcement activities, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with Article 3.19 of the Code of Ordinances, 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, November 8, 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) 569-1073 at least 48 hours prior to the meeting time.



MINUTES

Item 2.

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 22, 2024

Call to Order/ Roll Call.

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

Council Members Present:

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

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Hulon Webb, Engineering Director
Dan Heischman, Assistant Director of Engineering - Development
David Hoover, Development Services Director
Chris Landrum, Finance Director
James House, Stormwater Utility Administrator
Amy Haines, Utility Customer Service Clerk

Items for Individual Consideration:

1. Discussion regarding the Town's Stormwater Enforcement Plan. (HW)

Mr. Webb presented an overview of TCEQ's general permit post-construction requirements, common post-construction violations the Town receives, the Town's enforcement measures to address these issues, and next steps the staff will be undertaking to update fees and enforcement guidelines.

The Town Council discussed the enforcement measures, the processes, fees, and common examples within residential and commercial areas.

2. Discussion regarding the annual solid waste CPI adjustment and proposed service enhancements. (RBS)

Mr. Scott presented an overview of the Town's current rates and services provided by the solid waste provider in addition to the proposed contract price changes and service enhancements regarding bulk pickup. Staff is seeking feedback on what, if any, service enhancements or changes the Town Council would like to be considered. The Town Council discussed the service enhancement options and costs associated with each. This

item will be brought back to the Town Council for consideration at the November 12 regular 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 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, and all matters incident and related thereto.

Section 551.071 – Consultation with the Town Attorney to discuss legal issues associated with any agenda item.

The Town Council recessed into Executive Session at 5:56 p.m.

Reconvene into Work Session.

The Town Council reconvened into the Work Session at 6:10 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 6:11 p.m.

These minutes were approved on the 12th day of November 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



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

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

Council Members Present:

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

Staff Members Present:

- Mario Canizares, Town Manager
- Terry Welch, Town Attorney
- Michelle Lewis Sirianni, Town Secretary
- Bob Scott, Deputy Town Manager
- Chuck Ewings, Assistant Town Manager
- Robyn Battle, Executive Director
- Mary Ann Moon, EDC Executive Director
- Chris Landrum, Finance Director
- Whitney Rehm, Budget Officer & Grants Administrator
- David Hoover, Development Services Director
- Suzanne Porter, Planning Manager
- Hulon Webb, Engineering Director
- Dan Heischman, Assistant Engineering Director – Development
- Leigh Johnson, IT Director
- Dan Baker, Parks & Recreation Director
- Carrie Jones, Public Works Director
- Todd Rice, Communications Director
- Doug Kowalski, Police Chief
- Scott Brewer, Assistant Police Chief
- Aidan Daily, Police Crime Analyst
- Stuart Blasingame, Fire Chief
- Shaw Eft, Assistant Fire Chief

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

Mike Martin with Hope Fellowship led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were led by Girl Scout Troop 589.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

Join the Prosper Community Library on Monday, October 28 from 6:00 to 7:00 p.m. for a Trick or Treat event designed especially for children with special needs and their families. Staff will provide non-food items on both floors of the library. Wheelchairs are welcome with the use of the elevator, and costumes are not mandatory. The event is open to all ages.

Join the Town for its annual Arbor Day Celebration on Friday, November 1, at 5:00 p.m. at Frontier Park. The Parks Operations staff will demonstrate proper planting techniques and plant care and feeding. Thank you to Day Star Landscapes for sponsoring this year's event.

Join us on Saturday, November 9 for the annual Prosper Veterans Day Honor Run, as we salute the men and women who have served in our nation's military. This year the event includes a 5K, a 10K, and a fun run. Events are open to runners and walkers of all ages. All proceeds benefit the Prosper Veterans Memorial at Frontier Park. Register today by visiting prospertx.gov/veteransday5k.

Early Voting for the November General Election is now taking place and runs through Friday, November 1. Voting dates, hours, and designated locations may be found on the Town's website at prospertx.gov/vote or by visiting the Collin County and Denton County Elections websites.

Mayor Bristol announced the Battle of the Badges will take place Saturday at Prosper High School and will benefit local children's hospital

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.

1. **Consider and act upon the minutes from the October 8, 2024, Town Council Work Session meeting. (MLS)**
2. **Consider and act upon the minutes from the October 8, 2024, Town Council Regular meeting. (MLS)**
3. **Consider and act upon Resolution 2024-67 adopting the Town of Prosper 2025 Legislative Agenda. (RB)**
4. **Consider and act upon Resolution 2024-68 authorizing the Town Manager, and/or his/her designee, to apply for the Office of the Governor, FY2025 Rifle-Resistant Body Armor Grant Program and consider and act upon authorizing the Town Manager, and/or his/her designee, to accept the Office of the Governor, FY2025 Rifle-Resistant Body Armor Grant Program upon award. (DK)**
5. **Consider and act upon Resolution 2024-69 authorizing the Town Manager, and/or his/her designee, to apply for the Office of the Governor, FY2025 Criminal Justice Division Program for Victim Assistance, General Direct Services Grant Program and consider and act upon authorizing the Town Manager, and/or his/her designee, to accept the Office of the Governor, FY2025 Criminal Justice Division Program for Victim Assistance, General Direct Services Grant Program upon award. (DK)**
6. **Consider and act upon approving the purchase of mobile and portable radios through the Texas Department of Information Resources (DIR) Contract #22198-TX DIR TSO-4101 for \$91,626. (SB)**
7. **Consider and act upon approving the purchase of two 2024 Ford F150 Trucks and one Ford F250 Truck for \$175,186 from Silsbee Ford, utilizing the Interlocal Purchasing System (TIPS) Contract No.210907. (SB)**

8. **Consider and act upon approving the purchase of water meters from Core & Main for \$566,625 and authorizing the Town Manager to execute the same. (CJ)**
9. **Consider and act upon approving the purchase of two (2) 2025 Ford F-450 Crew Cab trucks for \$172,071 for Public Works from Silsbee Ford utilizing The Interlocal Purchasing Systems (TIPS) Contract. (CJ)**
10. **Consider and act upon approving the purchase of one 2025 Ford F250 Truck and one 2025 Ford F550 Truck with enclosed cab for \$178,294 from Silsbee Ford, utilizing the Interlocal Purchasing System (TIPS) Contract No. 210907. (DB)**

Councilmember Reeves requested to pull item 8.

Councilmember Hodges motioned to approve consent agenda items 1 through 7, 9, and 10. Mayor Pro-Tem Ray seconded the motion. Motion carried unanimously.

Item 8, Councilmember Reeves asked about the process of the meter switchouts and valuation of aging meters. Ms. Jones commented that staff regularly monitor and test meters, taking a proactive approach.

Councilmember Reeves made a motion to approve item 8. Deputy Mayor Pro-Bartley seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

Shiven Shah, 541 Travis Lane, invited the Town Council and residents to attend the Diwali Festival being held on Saturday, November 2.

Items for Individual Consideration:

11. **Conduct a public hearing and consider and act upon a request to amend Planned Development-59 on Twin Creeks Ranch, Phases 1-2, on 40.9± acres, to accommodate the reconfiguration of the wall and the landscaping between the subdivision and Frontier Parkway. (ZONE-24-0011) (DH)**

Mr. Hoover presented the item stating the purpose of the request is to amend the Planned Development (PD) for an existing screening wall to remain in place due to the taking of additional right-of-way. The developer constructed the screening wall anticipating that the required landscaping would be between the wall and Frontier Parkway. If the taking of the additional right-of-way hadn't occurred, the screening wall would be in the correct location. However, the situation has instead resulted in the elimination of the required landscape area between the screening wall and Frontier Parkway. Due to the screening wall being 85% complete, the developer is requesting to amend the PD to allow it to remain in its current location. The Planning and Zoning Commission unanimously recommended approval and staff is recommending approval.

The Town Council discussed the setbacks from the road to the fence line, the timing of the notification for additional right-of-way by TxDOT, and landscape materials.

Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The applicants and developers of the subdivision spoke about the timing of the notification from TxDOT for the additional right-of-way, the placement of the fence, and the current landscaping maintenance policy established for the property.

The Council continued discussing the permit process, location of the wall, setbacks, and maintenance of landscape materials along the screening wall.

Mayor Pro-Tem made a motion to approve a request to amend Planned Development-59 on Twin Creeks Ranch, Phases 1-2, on 40.9± acres, to accommodate the reconfiguration of the wall and the landscaping between the subdivision and Frontier Parkway adjusting the shrubs to the front. Councilmember Hodges seconded the motion. Motion carried with a 6-1 vote. Deputy Mayor Pro-Tem Bartley voted in opposition.

12. Consider and act upon approving a Guaranteed Maximum Price (GMP) Amendment between Pogue Construction Co., L.P., and the Town of Prosper, related to the Fire Station 4 project for \$11,610,004 with a total project cost not to exceed \$13,814,000. (SB)

Chief Blasingame presented the item providing a background of the project to date. The GMP excludes the extension of the natural gas line, as CoServ plans to begin extending the line in February 2025. However, if CoServ should not complete it as planned, any additional costs will be covered under Other Development Costs.

The Town Council discussed the timing and anticipated completion date of February 2026.

Councilmember Kern made a motion to approve a Guaranteed Maximum Price (GMP) Amendment between Pogue Construction Co., L.P., and the Town of Prosper, related to the Fire Station 4 project for \$11,610,004 with a total project cost not to exceed \$13,814,000. Councilmember Andres seconded the motion. Motion carried unanimously.

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

Downtown Advisory Committee: Mayor Pro-Tem Ray commented that the pathway from Town Hall to Downtown will be stained to provide a visual leading citizens into Downtown, and the committee is working on having audio that will play music, etc., outside.

Bond Committee: Staff met with the Chair of the committee and Council liaisons to discuss the timeline process.

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 code enforcement activities and substandard structures, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 7:25 p.m.

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

The Town Council reconvened into Regular Session at 8:57 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 8:58 p.m.

These minutes were approved on the 12th day of November 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

Through: Mario Canizares, Town Manager
Bob Scott, Deputy Town Manager
Robyn Battle, Executive Director

Re: Collin County Appraisal District (CCAD) Board of Directors
Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution casting the Town of Prosper's votes for the Collin County Central Appraisal District Board of Directors (CCAD).

Description of Agenda Item:

The Texas Property Tax Code (TPTC) § 6.03 outlines the process for electing the District's Board of Director's including the deadline dates for the election. In 2023, the Legislature increased the total number of directors from five (5) appointed and one non-voting tax assessor-collector director, to nine (9) total directors. In November 2023, the Town Council cast all votes to Brian Mantzey. Beginning January 1, 2024, the Board of Directors will include three (3) publicly elected directors in addition to the five (5) appointed directors which are still elected by the taxing units that participate in the Appraisal District.

The Town Council may cast its votes (47 of 5,000) for one candidate or distribute the votes among any number of the candidates listed. Due to having less than 1% of the vote, staff would encourage the Town Council to place all 47 votes to one candidate. There is also no provision for write-in candidates, therefore, the chief appraiser may not count votes for someone not listed on the official ballot.

This year's candidates include Alvin Benton (Frisco), Lisa Biddle (Anna), Marvin Bobo (Lovejoy ISD, Lucas), Lindsay Buhler (Sachse), Al Ely (Plano), Richard Grady (Plano, Current Board Member), Robert Hallberg (Anna), Michelle Howarth (Sachse), Brian Mantzey (McKinney, Current Board Member), Skip Middleton (Frisco), Lee Miller (Anna), Sheri Sachs (Anna), Jerry Tartaglino (Plano ISD, Parker), and Veronica Yost (Allen, Current Board Member).

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. Official Ballot
3. Board of Directors Nomination List

Town Staff Recommendation:

Town Staff recommends that the Town Council approve a resolution casting its votes to Brian Mantzey for the Collin Central Appraisal District Board of Directors (CCAD).

Proposed Motion:

I move to approve a resolution casting votes to Brian Mantzey for the Collin Central Appraisal District Board of Director's (CCAD).

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, CASTING ITS VOTE FOR THE BOARD OF DIRECTORS OF THE COLLIN CENTRAL APPRAISAL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper is a member of the Collin Central Appraisal District; and

WHEREAS, as a member of such organization, Prosper is entitled to nominate and vote on nominees for the Board of Directors; and

WHEREAS, the Town of Prosper has forty-seven (47) votes to cast regarding the election of the Board of Directors; and

WHEREAS, the Town of Prosper does hereby cast its vote(s) by marking the ballot below:

- _____ Alvin Benton
- _____ Lisa Biddle
- _____ Marvin Bobo
- _____ Lindsay Buhler
- _____ Al Ely
- _____ Richard "Rick" Grady
- _____ Robert Hallberg
- _____ Michelle Howarth
- _____ Brian Mantzey
- _____ Skip Middleton
- _____ Lee Miller
- _____ Sheri Sachs
- _____ Jerry Tartaglino
- _____ Veronica Yost

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

SECTION 1

That the Council of the Town of Prosper, Texas does hereby confirm its forty-seven (47) votes for the election of the Board of Directors of the Collin County Central Appraisal District.

SECTION 2

That this resolution shall become effective immediately upon approval.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 12TH DAY OF NOVEMBER, 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrance S. Welch, Town Attorney



Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: Town of Prosper

NUMBER OF VOTES: 47

FOR: BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM BEGINNING JANUARY 1, 2025.

NOMINEES	VOTES
ALVIN BENTON	
LISA BIDDLE	
MARVIN BOBO	
LINDSAY BUHLER	
AL ELY	
RICHARD GRADY	
ROBERT HALLBERG	
MICHELLE HOWARTH	
BRIAN MANTZEY	
SKIP MIDDLETON	
LEE MILLER	
SHERI SACHS	
JERRY TARTAGLINO	
VERONICA YOST	

October 24, 2024

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2024, **except taxing units with 250 or more votes.**



Collin Central Appraisal District

2025
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX
MARVIN BOBO	Nominated by the Lovejoy ISD. Resides in Lucas, TX.
LINDSAY BUHLER	Nominated by the City of Sachse. Resides in Sachse, TX.
AL ELY	Nominated by Plano ISD. Resides in Plano, TX.
RICHARD GRADY	Nominated by the City of Plano. Resides in Plano, TX. Current Board member.
ROBERT HALLBERG	Nominated by City of Anna. Resides in Anna, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. Current Board member.
SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
LEE MILLER	Nominated by the City of Anna. Resides in Anna, TX.
SHERI SACHS	Nominated by the City of Anna. Resides in Anna, TX.
JERRY TARTAGLINO	Nominated by Plano ISD. Resides in Parker, TX.
VERONICA YOST	Nominated by City of Allen & Allen ISD. Resides in Allen, TX. Current Board member.



FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Acceptance and Approval of the 2024 Tax Roll

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution accepting and approving the 2024 Tax Roll. (CL)

Description of Agenda Item:

The Texas Property Tax Code, Section 26.09 (e) requires the Town Council to approve the Appraised Roll with tax amounts entered by the Assessor. The Collin County Tax Assessor Collector provided the attached 2023 Tax Roll Summary with a total levy of \$51,074,027.15. Although the enclosed document is titled “Collin County,” this refers to the Tax Assessor Collector, who performs tax collection for Prosper properties in both Collin and Denton Counties.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. 2024 Tax Roll Summary

Town Staff Recommendation:

Town Staff recommends that the Town Council approve the resolution accepting and approving the 2024 Tax Roll as provided by the Assessor.

Proposed Motion:

I move to approve the resolution accepting and approving the 2024 Tax Roll.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2024-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING AND APPROVING THE 2024 TAX ROLL; RESOLVING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town received notification from the Collin County Tax Assessor Collector as to the Tax Roll jurisdiction summary as of October 1, 2024, and

WHEREAS, a summary statement of said 2024 Tax Roll is attached hereto as Exhibit A.

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

SECTION 1

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

SECTION 2

The Town Council of the Town of Prosper, Texas, does hereby accept and approve the 2024 Tax Roll as submitted by the Collin County Tax Assessor Collector.

SECTION 3

The attached Exhibit A constitutes the official Town of Prosper 2024 Tax Roll, containing a tax levy of \$51,074,027.15.

SECTION 4

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 12TH DAY OF NOVEMBER 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



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

October 08, 2024

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

Dear Mayor Bristol,

Attached is the 2024 Tax Roll Summary for Town of Prosper.

Submission of the 2024 Tax Roll to your governing body for approval, in accordance with *Texas Property Tax Code*, Section 26.09, will constitute the 2024 Tax Roll for Town of Prosper.

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

If you have any questions, please contact me.

Sincerely,

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

Kenneth L. Maun
Tax Assessor Collector

KLM:jd

Enclosure

cc: Chris Landrum
Whitney Rehm

2024 TAX ROLL SUMMARY

05 - PROSPER CITY

	Amount	Count
NUMBER OF ACCOUNTS		17,089
MARKET VALUES		
ROLLCODE: MOBILE HOME		
Improvement	\$332,895	
ROLLCODE: PERSONAL		
Personal	\$384,437,672	
ROLLCODE: REAL		
Agriculture	\$1,118,195,229	
Improvement	\$8,066,842,612	
Improvement Non-Home Site	\$1,747,349,623	
Land	\$2,796,562,152	
Land Ag Land	\$602,861	
Land Non-Home Site	\$1,504,171,113	
TOTAL MARKET VALUE	\$15,618,494,157	
DEFERRALS		
Ag	\$1,118,195,229	226
TOTAL DEFERRALS	\$1,118,195,229	
EXEMPTIONS		
23.231 Circuit Breaker Limitation	\$23,598,249	330
Absolute Exemption	\$427,451	3
Autos , XO , PPV , XO , PPV	\$50,697,364	29
Cap Adjustment , XT , XT	\$1,031,878,958	7,593
Disabled	\$204,000	75
Disabled Veteran	\$193,910,479	592
Energy , XR , XR	\$185,550	1
Full	\$17,178,370	15
Homestead	\$1,562,178,919	9,983
Miscellaneous , XV , XV	\$1,327,769,492	828
Nominal Value	\$265,695	237
Other, XF, XH, XU , XF, XH, XU, XF, XH, XU	\$100	1
Over 65	\$15,591,400	1,633
Pollution Control	\$3,623,076	7
Solar/Wind	\$140,373	7
Surviving Spouse Disabled Person	\$0	1
TOTAL EXEMPTIONS	\$4,227,649,476	
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS	\$5,345,844,705	
TOTAL MARKET VALUE	\$15,618,494,157	
TAXABLE VALUE	\$10,272,649,452	
TAX RATE	0.505	
ROLLCODE: MOBILE HOME		
Levy	\$1,655.88	23
ROLLCODE: PERSONAL		
Levy	\$1,648,145.62	1,229
ROLLCODE: REAL		
Levy	\$49,424,225.65	15,837
TOTAL LEVY	\$51,074,027.15	

2024 TAX ROLL SUMMARY

05 - PROSPER CITY

LEVY LOST DUE TO FROZEN	\$802,855.24
OTHER LOST LEVY	\$0.00
TOTAL LOST LEVY	\$802,855.24

Calculation Analysis							
	Calc Levy	- Tax Amount	=	Diff.	Market Value	Exemption	Taxable Value
Frozen	4,316,988.42	3,505,296.95		811,691.47	1,325,603,401	470,754,206	854,849,195
DV100 (Excl. Frozen)	6,219.42	6,219.42		0.00	183,488,758	161,793,517	21,695,241
Prorated (Excl. Frozen)	0.00	0.00		0.00	0	0	0
Other	49,006,468.14	49,006,468.14		0.00	14,478,408,621	4,794,621,707	9,683,786,914
Total	53,329,675.98	52,517,984.51		811,691.47	15,987,500,780	5,427,169,430	10,560,331,350
DV100 (Incl. Frozen)	0.00	0.00		0.00	31,150,623	26,516,264	4,634,359
Prorated (Incl. Frozen)	0.00	0.00		0.00	0	0	0



TOWN ATTORNEY

To: Mayor and Town Council

From: Terrence S. Welch, Town Attorney

Through: Mario Canizares, Town Manager

Re: No Parking Zone on Prosper Trail Ordinance

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance adding a new Section 12.05.039, “Prosper Trail,” to Division 2, “No-Parking Zones,” of Article 12.05, “Parking, Stopping and Standing,” of Chapter 12, “Traffic and Vehicles,” of the Town’s Code of Ordinances, generally prohibiting the parking, standing or stopping of vehicles along Prosper Trail, from the Dallas North Tollway to Custer Road.

Description of Agenda Item:

The purpose of this Ordinance is to provide for a no-parking zone on Prosper Trail from the Dallas North Tollway to Custer Road. This ordinance would authorize the issuance of citations for anyone illegally parking on Prosper Trail. It mirrors language used for no-parking zones on other roadways in the Town. The Town Manager also would be authorized to install signage or markings to notify the travelling public of the no-parking zone.

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 Ordinance as to form and legality.

Attached Documents:

- 1. Ordinance

Town Staff Recommendation:

The Town Attorney recommends that the Town Council adopt the attached Ordinance amending the Code of Ordinances.

Proposed Motion:

I move to approve an ordinance adding a new Section 12.05.039, “Prosper Trail,” to Division 2, “No-Parking Zones,” of Article 12.05, “Parking, Stopping and Standing,” of Chapter 12, “Traffic and Vehicles,” of the Town’s Code of Ordinances, generally prohibiting the parking, standing or stopping of vehicles along Prosper Trail, from the Dallas North Tollway to Custer Road.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A NEW SECTION 12.05.039, "PROSPER TRAIL," TO DIVISION 2, "NO-PARKING ZONES," OF ARTICLE 12.05, "PARKING, STOPPING AND STANDING," OF CHAPTER 12, "TRAFFIC AND VEHICLES," RELATIVE TO NO PARKING, STOPPING AND STANDING ALONG THOSE PORTIONS OF PROSPER TRAIL IDENTIFIED HEREIN; MAKING FINDINGS; PROVIDING A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a home-rule municipal corporation duly organized under the laws of the State of Texas; and

WHEREAS, the Town has determined that traffic parks, stops and stands or otherwise gathers at certain points within the Town, and that no parking, stopping or standing zones are appropriate for those portions of Prosper Trail as identified in this Ordinance; and

WHEREAS, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to provide for no parking, stopping or standing along those portions of Prosper Trail as identified in this Ordinance.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

SECTION 2

From and after the effective date of this Ordinance, Division 2, "No-Parking Zones," of Article 12.05, "Parking, Stopping and Standing," of Chapter 12, "Traffic and Vehicles," is hereby amended by adding a new Section 12.05.039, "Prosper Trail," to read as follows:

"§ 12.05.039. Prosper Trail.

(a) **Definitions.** For purposes of this section, the terms below shall have the following meanings:

Parking or park. To stand, halt or locate an occupied or unoccupied vehicle, other than temporarily while actively loading or unloading passengers or property.

Vehicle. A device that can be used to transport or draw persons and/or property on a highway or street, including but not limited to a car, truck, trailer, truck-tractor or motorcycle.

- (b) No-parking zone and offense established. No parking of a vehicle shall occur along Prosper Trail between the Dallas North Tollway and Custer Road. A person commits an offense by violating any provision of this section.
- (c) Signs. The Town Manager or designee shall be responsible for installing signs and/or markings to properly notify the public of the location of the no-parking zone.
- (d) Enforcement. The no-parking zone provided herein shall in no way be obstructed and no parking shall occur therein. The police chief or authorized representative(s) is authorized to issue citations and/or remove, or cause to be removed, any vehicle obstructing the no-parking zone at the expense of the owner of such vehicle. The Town shall not be responsible or liable for any damage to any vehicle or personal property removed from the no-parking zone pursuant to this section and shall not be responsible for any damage resulting from the failure to exercise the authority granted under this section.”

SECTION 3

Any person, firm, corporation or business entity violating this article shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum of not less than \$1.00 nor more than \$500.00. The Town retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 4

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution.

SECTION 5

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, and any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 12THh DAY OF NOVEMBER, 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



TOWN ATTORNEY

To: Mayor and Town Council

From: Terrence S. Welch, Town Attorney

Through: Mario Canizares, Town Manager

Re: Engine (Jake) Brake and Motor Vehicle Idling Amendments

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance repealing existing Section 12.01.003, "Engine (Jake) Brakes," of Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances and replacing it with a new Section 12.01.003, "Engine (Jake) Brakes," relative to the prohibition of engine or jake braking in the Town; and amending Article 12.01, "General Provisions," of Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances by adding a new Section 12.01.004, "Motor Vehicle Idling," generally relating to the prohibition of the idling of motor vehicles in the Town.

Description of Agenda Item:

The purpose of this Ordinance is to amend the Town's existing engine (jake) brake ordinance and to amend the Code of Ordinances to prohibit the idling of motor vehicles in the Town.

The current engine (jake) brake ordinance is being slightly amended since it addresses, for example, the obligations of the Town Administrator rather than the Town Manager and makes other technical revisions to the existing ordinance. The purpose of the ordinance—to prohibit emergency braking due to noise issues—remains unchanged.

The Town currently has no prohibition of motor vehicle idling in the Town. This ordinance will apply to any motor vehicle in excess of 14,000 pounds. The proposed provisions follow State of Texas/Texas Commission on Environmental Quality (TCEQ) guidelines found in the Texas Administrative Code. While vehicle idling is prohibited in excess of 5 consecutive minutes, there are several exceptions to that rule, many of which exceptions will not apply in most situations. Exceptions include smaller vehicles (14,000 pounds or less), as noted; a motor vehicle remaining motionless because of traffic conditions; the motor vehicle is being used by the military or national guard; the motor vehicle is in the process of undergoing maintenance or diagnostic review; defrosting a windshield; passenger transportation such as a school bus or commercial passenger vehicle; and other exceptions. These exceptions and other provisions of the ordinance are dictated by State regulations, and it is necessary that they be included in any idling ordinance.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

The Town Attorney recommends that the Town Council adopt the attached Ordinance amending the Code of Ordinances.

Proposed Motion:

I move to approve an ordinance repealing existing Section 12.01.003, "Engine (Jake) Brakes," of Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances and replacing it with a new Section 12.01.003, "Engine (Jake) Brakes," relative to the prohibition of engine or jake braking in the Town; and amending Article 12.01, "General Provisions," of Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances by adding a new Section 12.01.004, "Motor Vehicle Idling," generally relating to the prohibition of the idling of motor vehicles in the Town.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING EXISTING SECTION 12.01.003, "ENGINE (JAKE) BRAKES," OF ARTICLE 12.01, "GENERAL PROVISIONS," OF CHAPTER 12, "TRAFFIC AND VEHICLES," AND REPLACING IT WITH A NEW SECTION 12.01.003, "ENGINE (JAKE) BRAKES"; AMENDING ARTICLE 12.01, "GENERAL PROVISIONS," OF CHAPTER 12, "TRAFFIC AND VEHICLES," BY ADDING A NEW SECTION 12.01.004, "MOTOR VEHICLE IDLING"; MAKING FINDINGS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION OF THIS ORDINANCE; PROVIDING FOR THE PUBLICATION OF THE CAPTION OF THIS ORDINANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper, Texas ("Town"), is a Texas home-rule municipal corporation possessing the full power of local self-government, pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code and its Home Rule Charter; and

WHEREAS, the Town desires to amend its engine (jake) brake ordinance to update its provisions; and

WHEREAS, the Town also desires to address motor vehicle idling in the Town to limit emissions as well as reduce the noise associated with motor vehicle idling; and

WHEREAS, the U.S. Environmental Protection Agency ("EPA") and the Texas Commission on Environmental Quality ("TCEQ") jointly have considered emission reductions to control air pollution from motor vehicles, and the Texas Legislature has created the Texas Clean Air Act ("Act"), found in the Texas Government Code and which addresses that purpose; and

WHEREAS, Section 382.113 of the Act provides authority for municipalities to enact and enforce local laws and ordinances for the control and abatement of air pollution; and

WHEREAS, Locally Enforced Idling Restrictions is a Voluntary Mobile Source Emissions Reduction Program commitment in the Dallas-Fort Worth 8-Hour Ozone Attainment Demonstration State Implementation Plan ("SIP"); and

WHEREAS, the Town Council finds that the adoption of this Ordinance serves a public purpose, and protects the health, safety, and welfare of the citizens of the Town of Prosper by further limiting the pollution created by motor vehicles unnecessarily idling within the Town's jurisdiction.

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

SECTION 1

All of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2

Existing Section 12.01.003, “Engine (Jake) Brakes,” of Article 12.01, “General Provisions,” of Chapter 12, “Traffic and Vehicles,” of the Code of Ordinances of the Town of Prosper, Texas, is hereby repealed in its entirety and replaced with a new Section 12.01, 003, “Engine (Jake) Brakes,” to read as follows:

“§ 12.01.003. Engine (Jake) Brakes.

- (a) Definitions. For purposes of this section, the terms below shall have the following meanings:
- (1) Engine brake. Any device used to slow a vehicle by slowing the engine, which is also commonly called, among other names, engine brake, compression brake, jake brake and dynamic brake, regardless of the manufacturer.
 - (2) Vehicle. A device that can be used to transport or draw persons and/or property on a highway or street, including but not limited to a car, truck, trailer, truck-tractor, semitruck, tractor-trailer, 18-wheeler or motorcycle.
- (b) Unlawful use; offense established; nuisance established. It shall be unlawful for the driver of any vehicle to use or operate or cause to be used or operated within the town limits, as they may presently or in the future exist, any engine brake. A person commits an offense by violating any provision of this section. The use of an engine break is hereby declared to be a nuisance.
- (c) Signs. The Town Manager or designee shall be responsible for installing signs and/or markings to properly notify the public that the use of engine brakes is prohibited within the Town, and/or the Town Manager or designee shall cooperate with and assist the Texas Department of Transportation in installing such signs and/or markings.
- (d) Enforcement. The police chief, or his/her authorized representative, is authorized to issue citations to any driver or owner of a vehicle who has violated this section. The town shall not be responsible or liable for any damage to any vehicle or personal property caused by the prohibition on the use of engine brakes pursuant to this section and shall not be responsible for any damage resulting from the failure to exercise the authority granted under this section.
- (e) Defense established. It shall be a defense to prosecution for an offense established by this section if the use of engine brakes was necessary to avoid imminent danger to persons or property.”

SECTION 3

Article 12.01, “General Provisions,” of Chapter 12, “Traffic and Vehicles,” of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended by adding a new Section 12.01.004, “Motor Vehicle Idling,” to read as follows:

“12.01.004. Motor Vehicle Idling.

- (a) *Definitions.* In this section:
- (1) *Commercial passenger transportation* means a mode of transportation provided by a bus or motor coach designed to accommodate more than ten (10) passengers (including the operator) for compensation and that is powered by a primary propulsion engine, but specifically excluding the modes of railroad, light rail, or taxicabs.
 - (2) *Idle* means the operation of an engine in the operating mode where:
 - (a) The engine is not engaged in gear;
 - (b) The engine operates at a speed at the revolutions per minute specified by the engine or vehicle manufacturer for when the accelerator is fully released; and
 - (c) There is no load on the engine.
 - (3) *Mechanical operations* means the use of electrical tools or equipment in construction, maintenance, or repair of facilities.
 - (4) *Passenger transit operations* means a regional mode of public transportation that is funded through a portion of sales tax for the region being served.
 - (5) *Primary propulsion engine* means a gasoline or diesel-fueled internal combustion engine that:
 - (*) Is attached to a motor vehicle; and
 - (b) Provides the power to propel the motor vehicle into motion and maintain motion.
- (b) *Idling prohibited.* A person commits an offense if he causes, suffers, allows, or permits the primary propulsion engine of a motor vehicle to idle for more than five (5) consecutive minutes when the motor vehicle is not in motion.
- (c) *Defenses.* It is a defense to prosecution under this section that:
- (1) The motor vehicle has a gross vehicle weight rating of fourteen thousand (14,000) pounds or less;
 - (2) The motor vehicle is greater than fourteen thousand (14,000) pounds and is equipped with a 2008 or subsequent model year heavy-duty diesel engine or liquefied or compressed natural gas engine that has been certified by the United States Environmental Protection Agency or another state environmental agency to emit no more than thirty (30) grams of nitrogen oxides emissions per hour when idling;
 - (3) The motor vehicle was forced to remain motionless because of traffic conditions over which the operator had no control;

- (4) The motor vehicle was being used by the United States Military, National Guard, or Reserve Forces, the Town or as an emergency or law enforcement motor vehicle;
 - (5) The primary propulsion engine of the motor vehicle was providing a power source necessary for a mechanical operation of the vehicle, other than propulsion or passenger compartment heating or air conditioning;
 - (6) The primary propulsion engine of a motor vehicle was being operated:
 - (A) For maintenance or diagnostic purposes;
 - (B) To defrost a windshield;
 - (C) To provide air conditioning or heating necessary for the health and safety of employees in an armored vehicle while the employee remains inside the vehicle to guard the contents or while the vehicle is being loaded or unloaded;
 - (D) To provide air conditioning or heating necessary for the health and safety of an employee who is using the vehicle to perform an essential job function related to roadway construction or maintenance;
 - (E) To provide heat or air conditioning necessary for passenger comfort or safety in vehicles intended for commercial or public passenger transportation, or passenger transit operations, in which case idling up to a maximum of thirty (30) minutes is allowed.
 - (7) The person charged with the offense was the owner of a motor vehicle that had been rented or leased to the person operating the vehicle at the time of the offense, if the vehicle operator was not employed by the vehicle owner; or
 - (8) A motor vehicle when idling is necessary to power a heater or air conditioner while a driver is using the vehicle's sleeper berth for a government-mandated rest period and is not within two (2) miles of a facility offering external heating and air conditioning connections at a time when those connections are available.
- (d) *Penalties.*
- (1) An offense under this section is punishable by a fine not to exceed five hundred dollars (\$500.00). Each instance of a violation of this section is a separate offense.
 - (2) Prosecution for an offense under this section does not preclude the use of other enforcement remedies or procedures that may be available to the Town.
- (e) *Application of TCEQ Rules.* The Town Council hereby adopts the Texas Commission on Environmental Quality (TCEQ) Idling Limitations Rule as published in the Texas Administrative Code, Title 30, Part 1, chapter 114, Subchapter J, Operational Controls for Motor Vehicles, Division 2, Locally Enforced Motor Vehicle Idling Limitation, as amended, and the Town Council approves the adoption and implementation of the TCEQ Idling Limitation Rule by reference. The provisions of the state rules are included

in the remainder of this article, but where there is a conflict between the state rule and any provision of this article, the state rules shall prevail.”

SECTION 4

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, 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 5

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 12TH DAY OF NOVEMBER, 2024.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Purchase of five (5) work trucks for Public Works

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of five (5) 2025 Ford trucks for Public Works from Silsbee Ford utilizing The Interlocal Purchasing Systems (TIPS) Contract No. 210907 for \$356,820.

Description of Agenda Item:

In the FY2025 annual budget, the Town Council approved VERF replacements for vehicles in Public Works. This item requests approval for the purchase of one (1) 2025 Ford F550 for the Streets Division, one (1) Ford F450 for the Streets Division, two (2) Ford F150 Supercab trucks for the Water Division and one (1) Ford F450 Crew Cab for the Water Division. For the Streets Division, this totals \$162,790.75 and for the Water Division, this totals \$194,028.75.

Two of these proposed replacements are larger capacity trucks. The Ford F450s for the Streets Division and the Water Division are replacing a Chevrolet 3500 and a Ford F350 truck. In order to tow our current trailers and equipment, Public Works needs trucks that tow 29,500 pounds. The Ford F450 has a towing capacity of 30,000 pounds. Due to CDL requirements, when pulling fully loaded trailers with a F450, these vehicles must be driven by an employee who has a CDL license. The remaining three trucks that are included for replacement will be replaced with the same sized trucks.

At the October 22, 2024, Town Council meeting, Council approved the purchase of two (2) 2025 Ford trucks that are additions to the fleet. The two trucks that were approved support two new positions that were added in the FY2025 budget process. The five (5) trucks for replacement are trucks that are in the current fleet that meet the requirement for replacement through the VERF.

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

The Town of Prosper previously entered into an interlocal agreement with TIPS Contract 210907. Participation in the cooperative purchasing program allows our local government to purchase goods and services through the cooperative program, while satisfying all competitive bidding requirements.

Budget Impact:

The purchase of the five (5) 2025 Ford work trucks were approved as part of discretionary packages in the FY25 budget. The water division trucks, totaling \$194,028.75, will be charged to 61050520-61450 (Capital Expenditures – Vehicles). The Streets Division trucks, totaling \$162,790.75, will be charged to 61050500-61450 (Capital Expenditures – Vehicles).

Legal Obligations and Review:

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

Attached Documents:

- 1. Quote for 2025 Ford F550 – Streets Division
- 2. Quote for 2025 Ford F450 – Streets Division
- 3. Quote for 2 2025 Ford F150 – Water Division
- 4. Quote for 2025 Ford F450 – Water Division
- 5. TIPS Contract 210907

Town Staff Recommendation:

Town Staff recommends approving of the purchase of one (1) 2025 Ford F550, one (1) Ford F450, two (2) 2025 Ford F-150, one (1) Ford F450 truck for Public Works from Silsbee Ford utilizing The Interlocal Purchasing Systems (TIPS) for \$356,820.

Proposed Motion:

I move to approve the purchase of one (1) 2025 Ford F550, one (1) Ford F450, two (2) 2025 Ford F-150, one (1) Ford F450 truck for Public Works from Silsbee Ford utilizing The Interlocal Purchasing Systems (TIPS) for \$356,820.



PRODUCT PRICING SUMMARY
TIPS USA 210907 AUTOMOBILES
VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF PROSPER **Prepared by:** RICHARD HYDER
Contact: STEPHANIE MAYS 972.569.1028 **Phone:** 409.300.1385
Email: SMAYS@PROSPERTX.GOV **Email:** RHYDER.COWBOYFLEET@GMAIL.COM
Product Description: FORD F550 REG CAB CHASSIS **Date:** October 15, 2024

A. **Bid Item:** 46 **A. Base Price:** \$ **54,775.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
F5H	2025 F550 REG CAB DRW 4X4 60"CA	\$ 5,095.00	52B	TRAILER BRAKE CONTROLLER	\$ 300.00
99T	6.7L V8 DIESEL	\$ 10,495.00			
	TRAILER BRAKE CONTROLLER	\$ -			
	POWER EQUIPMENT GROUP	\$ -			
18B	PLATFORM RUNNING BOARDS	\$ 320.00			
872	REAR VIEW CAMERA KIT	\$ 415.00			
Z1	EXTERIOR WHITE	\$ -			
512	SPARE TIRE AND WHEEL	\$ 350.00			

Total of B. Published Options: \$ **16,975.00**

Published Option Discount (5%) \$ **(848.75)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
TRUX --9' BEDROCK FLATBED WITH CAB	\$ 10,632.00		
GUARD, 2 UNDERBODY MOUNT TOOLBOXES,			
RELOCATE FACTORY CAMERA, CLASS V HITCH			
		REFERENCE 5107 STREETS	

Total of C. Unpublished Options: \$ **10,632.00**

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** \$ **-**

E. **Lot Insurance (for in-stock and/or equipped vehicles):** \$ **-**

F. **Contract Price Adjustment:** _____ \$ **-**

G. **Additional Delivery Charge:** 299 miles \$ **523.25**

H. **Subtotal:** \$ **82,056.50**

I. **Quantity Ordered** 1 x H = \$ **82,056.50**

J. **Trade in:** _____ \$ **-**

K. **Total Purchase Price** \$ **82,056.**



PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: TOWN OF PROSPER

Prepared by: RICHARD HYDER

Contact: STEPHANIE MAYS 972.569.1028

Phone: 409.300.1385

Email: SMAYS@PROSPERTX.GOV

Email: RHYDER.COWBOYFLEET@GMAIL.COM

Product Description: FORD F450 CREW CAB CHASSIS

Date: October 15, 2024

A. Bid Item: 44

A. Base Price: \$ **55,975.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
W4G	2025 F450 CREW CAB CHASSIS 60" CA	\$ 2,095.00		CRUISE	\$ -
Z1	EXTERIOR WHITE	\$ -	18B	PLATFORM RUNNING BOARDS	\$ 445.00
AS	INTERIOR GRAY VINYL	\$ -	872	REAR VIEW CAMERA KIT	\$ 415.00
99T	6.7L V8 DIESEL	\$ 10,495.00	76C	BACKUP ALARM	\$ 175.00
X4N	4.10 LIMITED SLIP AXLE	\$ 395.00	52B	TRAILER BRAKE CONTROLLER	\$ 300.00
	POWER EQUIPMENT GROUP	\$ -			
	VINYL FLOORING	\$ -			
	BLUETOOTH	\$ -			

Total of B. Published Options: \$ **14,320.00**

Published Option Discount (5%): \$ **(716.00)**

C. Unpublished Options

Description	Bid Price	Options	Bid Price
TRUX --9' BEDROCK FLATBED WITH CAB	\$ 10,632.00		
GUARD, 2 UNDERBODY MOUNT TOOLBOXES, RELOCATE FACTORY CAMERA, CLASS V HITCH			
		REFERENCE 5106 STREETS	

Total of C. Unpublished Options: \$ **10,632.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 299 miles

\$ **523.25**

H. Subtotal:

\$ **80,734.25**

I. Quantity Ordered 1 **x H =**

\$ **80,734.25**


J. Trade in:

\$ -

K. Total Purchase Price

\$ **80,734.**

Awarded Vendors for Contract 210907 (Automobiles)

- [BOSWELL ELLIFF FORD LT BOSWELL LLC](#)
- [E and J Auto Sales Inc](#)
- [Silsbee Fleet \(4 locations\) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donalson CDJR, LLC](#) 



EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT.

Notice:

Many Vendors utilize specific warranties, subscription agreements, license agreements, EULA's, etc. ("Supplemental Agreements") when you purchase specific goods or services from that Vendor. Since the Supplemental Agreements do not necessarily apply to every Member, every jurisdiction, or every purchase, TIPS does NOT now negotiate the terms of those agreements on Members' behalf. If you are required to sign such a supplementary agreement by the TIPS Vendor, TIPS strongly encourages Members not to proceed with a purchase until they have carefully reviewed and negotiated all applicable Supplemental Agreements. TIPS recommends you work with your entity's legal counsel to ensure compliance with the legal requirements of your entity and your jurisdiction.

[TIPS Purchase Order Procedure here](#)

- OVERVIEW
- DUE DILIGENCE
- CONTACTS
- PRINT PROFILE



VENDOR **Silsbee Fleet (4 locations) 1.Silsbee Ford 2.Silsbee Toyota 3.Lake Country Chevrolet 4.Donelson CDJR, LLC**

1211 US HIGHWAY 96 N. SILSBEE TEXAS,77656

WEBSITE silsbeefleet.com

SERVICE/PRODUCTS DESCRIPTION SILSBEE FLEET (SILSBEE TOYOTA)

CONTRACT: **210907** Automobiles

End Date: Nov-30-2024 EDGAR COMPLIANCE: [View Doc.](#)



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: VERF Purchase for Two (2) Pieces of Public Works Equipment

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon the purchase of one (1) Green Equipment Crawler Camera and one (1) John Deere 310P Tractor utilizing Sourcewell Contract Number 011723-JDC and BuyBoard Contract 676-22 totaling \$233,128.

Description of Agenda Item:

In the FY2025 annual budget, the Town Council approved VERF replacements for equipment within Public Works. This item requests approval for the purchase of one (1) Green Equipment Crawler Camera and one (1) John Deere 310P Tractor. These are scoped similarly to the equipment that the department currently utilizes.

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

The Town of Prosper previously entered into an interlocal agreement with Sourcewell Contract Number 011723-JDC and BuyBoard Contract 676-22. Participation in these two cooperative purchasing programs allows out local government to purchase goods and services through the cooperative programs, while satisfying all competitive bidding requirements.

Budget Impact:

The purchase of these two pieces of equipment were approved as part of discretionary packages in the FY25 budget related to the VERF. The sewer camera from Green Equipment Company, totaling \$113,043.00, will be charged to 61050530-61400 (Capital Expenditures – Machine & Equipment). The John Deere Tractor, totaling \$120,084.02, will be charged to 61050520-61400 (Capital Expenditures – Machine & Equipment).

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. John Deere 310P Quote
2. John Deere Sourcewell Contract
3. Green Equipment Crawler Camera Quote
4. Green Equipment BuyBoard Contract

Town Staff Recommendation:

Town Staff recommends the Town Council approve the purchase of one (1) John Deere tractor, utilizing the Sourcewell Contract, and one (1) Green Equipment sewer crawler camera, utilizing the BuyBoard Contract, totaling \$233,128.

Proposed Motion:

I move to approve the purchase of one (1) John Deere tractor, utilizing the Sourcewell Contract, and one (1) Green Equipment sewer crawler camera, utilizing the BuyBoard Contract, totaling \$233,128.

John Deere

Heavy construction equipment

#011723-JDC

Maturity Date: 4/14/2027

Website: deere.com/state-and-local-purchasing 

Products & Services	Buy Sourcewell	Documents	Contact Information
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Products & Services

Sourcewell contract 011723-JDC gives access to the following types of goods and services:

- Construction equipment
- Compact construction equipment

[Locate your local dealer or representative](#) 

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernmental website at:
deere.com/state-and-local-purchasing 



Vendor Contract Information Summary

Vendor Green Equipment Company
 Contact Zane Smith
 Phone 817-589-2704
 Email zanesmith@greenequipco.com
 Vendor Website www.greenequipco.com
 TIN 75-1857849
 Address Line 1 2563 Gravel Drive
 Vendor City Fort Worth
 Vendor Zip 76118
 Vendor State TX
 Vendor Country USA
 Delivery Days 10
 Freight Terms FOB Destination
 Payment Terms Net 30 days
 Shipping Terms Freight prepaid by vendor and added to invoice
 Ship Via Prepaid & Add to Invoice
 Designated Dealer No
 EDGAR Received Yes
 Service-disabled Veteran Owned No
 Minority Owned No
 Women Owned No
 National Yes
 No Foreign Terrorist Orgs Yes
 No Israel Boycott Yes
 MWBE No
 ESCs All Texas Regions
 States Alabama, Arkansas, Florida, Louisiana, Mississippi, New Mexico, Oklahoma, Texas
 Contract Name Sewer Inspection and Cleaning Products
 Contract No. 676-22
 Effective 10/01/2022
 Expiration 09/30/2025
 Accepts RFQs Yes



QUOTE

4441694000039543062

Issued Date Nov 1, 2024 03:16 PM
Valid Until Dec 1, 2024
Sales Manager Jimmy Fougerousse
Email jimmyfougerousse@greenequipco.com
Phone 817-247-5039
Amount \$ 113,043.00

Bill To
Town of Prosper
James Rodriguez
 AP Email:
 AP Phone #: 972-347-9969
 601 West 5th Street
 Prosper, TX, 75078

Ship To
 Contact Email: jrodriguez@prospertx.gov
 Contact Phone: 972-347-9969
 601 West 5th Street
 Prosper, TX, 75078

Qty	Part Number	Item & Description	Unit Price	Amount
1	E-RX-SYS-Truck-Basic-21-HD 001	E-RX-SYS-Truck-Basic-21-HD System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with Integrated lift HD RCX 90 Pan & Tilt Camera 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 104,601.00	\$ 104,601.00
4	E-080-0709-00	ES QC Small Aggr Wheels ES QC Small Aggr Wheels	\$ 510.00	\$ 2,040.00
4	E-080-0711-00	ES QC Med Aggr Wheels ES QC Med Aggr Wheels	\$ 663.00	\$ 2,652.00
4	E-080-0704-02	ES QC XXL Wheels ES QC XXL Wheels	\$ 625.00	\$ 2,500.00
1		Shipping (S&H)	\$ 1,250.00	\$ 1,250.00

Buy Board Contract 676-22

Authorized By: _____

Sub Total **\$ 113,043.00**



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Authorize Purchase of MTUs

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of meter transmission units (MTUs) for the use with water meters from Aclara Technologies, LLC, for \$165,186.

Description of Agenda Item:

The Town utilizes Aclara Technologies meter transmission units on water meters to transmit real-time information regarding the use of individual customers. At the October 22, 2024, Town Council Meeting, the Council approved the purchase of approximately 2,500 meters to begin the water meter replacement program. As meters are installed through the water meter replacement program, staff will test the MTU and replace those that are necessary. This purchase is part of the water meter replacement program that was approved in the FY2025 budget package.

These units are sole source items since the Town has selected this specific technology for the transfer of data to the Town's billing system. If approved, this will ensure the availability of these items for year one of the water meter replacement program.

Budget Impact:

This is part of the approved FY2025 budget package for the water meter replacement program. The total cost of these MTUs is \$165,186 charged to 70050520-52400 (Meter Purchases).

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. MTU Quote
2. Sole Source Letter

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the purchase of meter transmission units for the use with water meters from Aclara Technologies, LLC, for \$165,186.

Proposed Motion:

I move to authorize the purchase of meter transmission units for the use with water meters from Aclara Technologies, LLC, for \$165,186.



QUOTATION

33215668

Aclara Technologies LLC
77 W Port P
Ste
St Louis, MO 63

Item 10.

QUOTE TO: 322666 TOWN OF PROSPER 601 W 5TH ST PROSPER TX 75078-2569 USA	INFORMATION: Quotation Revision: Quotation Date: 10/17/2024 Quotation Validity: 10/15/2024 to 12/14/2024 Customer Ref: Prosper(TX) 1512 MTUs Enduser No.: 2012706 Enduser Name: PROSPER, TOWN OF Project Name: TOWN OF PROSPER(TX) 1512 MTU STOCK ORDER Sales Rep/Agency: Our Contact: Val Schaefer Tel No.: Fax No.: Email: Customer Contact: Tel No.: Fax No.: Email:
SHIP TO: 322666 TOWN OF PROSPER 601 W 5TH ST PROSPER TX 75078-2569 USA	

ADDITIONAL INFORMATION: Payment Terms: Net 30 days Incoterms: WOB SHIPPING POINT Currency: USD Net Weight: 7560.00 LB Gross Weight: 7560.00 LB Misc Info:	Notes:
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OUR ITEM	YOUR ITEM / DESCRIPTION	QTY	UoM	NET UNIT PRICE	EXTENDED PRICE
10	3451-012-DBW MTU WTR OD2 ENCDR 1P EXT RNG Package Quantity: 1 Min Ord Qty: 1 Quote Lead Time: 11 WEEKS	1512	EA	109.2500	165,186.00
				Sub-total for Items:	\$ 165,186.00
				Sales Tax	\$ 0.00
				Total:	\$ 165,186.00





QUOTATION

33215668

Aclara Technologies LLC
77 W Port P
Ste
St Louis, MO 63

Item 10.

TERMS & CONDITIONS:

Unless this quotation (#Quote#) is being issued pursuant to an Agreement previously executed by the Seller and Buyer and that is still in effect, this Quote shall be governed by and is expressly made conditional on the Buyer's assent to all of the terms and conditions located at <https://www.hubbell.com/aclara/en/terms-and-conditions> (Terms), which are hereby incorporated by reference. Seller expressly limits the acceptance of this offer to the Terms and specifically rejects, and the Buyer to whom this Quote is issued disclaims, all pre-printed provisions in such Buyer's purchase order and any other forms or documents of such party.





77 West Port Plaza, Suite 500
St. Louis, MO 63146
www.Aclara.com

314.895.6425

January 4, 2024

Chris Landrum
Town of Prosper
121 W. Broadway
Prosper, TX 75078

Subject: Aclara's Sole Source Statement Aclara Fixed Network System

Dear Chris:

This letter is to confirm that Aclara Technologies LLC is the sole manufacturer of the Aclara® Fixed Network Advanced Metering Infrastructure System which is currently installed throughout the Town of Prosper's service territory.

The Aclara Fixed Network Advanced Metering Infrastructure System, its Meter Transmission Unit (MTU) and Data Collector Unit (DCU) are proprietary products of Aclara which are not compatible with any other Advanced Metering Infrastructure System. MTU Part #'s but not limited to:

- 3451-012-XB - Series 3450 Water MTU Single Port, Meter Alarms, Bare Wire, Standard range
- 3451-103-DB - Series 3450 Water MTU Single Port, Nicor Connector, Standard range
- 3451-103-DBW-A - Series 3450 Water MTU Single Port, Nicor Connector, Extended range
- 3452-103-DBW - Series 3450 Water MTU Dual Port, Nicor Connector, Extended range

We look forward to the opportunity to continue to support Town of Prosper with our Aclara® products.

Should you have any questions or require additional information regarding this matter, please feel free to contact Sherri Morrison by telephone at (314) 895-6503 or by email at smorrison@hubbell.com.

Sincerely,

Sherri L Morrison

Sherri L. Morrison
Senior Contracts Administrator

CC: Tyler Simpson



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Agreement with URETEK USA for Repair of Westbound Prosper Trail

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving an agreement with URETEK USA for repairs to the westbound lanes of Prosper Trail from Mike Howard Way to Dallas Pkwy for \$283,500.

Description of Agenda Item:

The existing concrete panels of Prosper Trail are uneven and require repair to improve the surface and prevent further settling. Due to the uneven joints, complaints regarding noise have been received from residences along this section of Prosper Trail. The proposed agreement with URETEK is to inject polymer to stabilize and void-fill each panel to level and improve the existing condition. The work is estimated to take 30 working days, weather permitting. Street crews will provide traffic control and remove and replace any panels that are found to be damaged.

These services have been procured utilizing the BuyBoard cooperative purchasing contract #730-24 to ensure competitive pricing.

Budget Impact:

The annual streets budget provides funding for annual maintenance activities up to \$1,180,000.00. This proposal is \$283,500 to be charged to account 15050010-56120, Contract – Annual Street Maintenance.

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 Proposal for Services

Town Staff Recommendation:

Town Staff recommends the Town Council approve an agreement with URETEK USA for repairs to the westbound lanes of Prosper Trail from Mike Howard Way to Dallas Pkwy for \$283,500.

Proposed Motion:

I move to approve an agreement with URETEK USA for repairs to the westbound lanes of Prosper Trail from Mike Howard Way to Dallas Pkwy for \$283,500.

PROPOSAL FOR SERVICES

Prepared for:

Luis Galvez

Town of Prosper, TX

Town of Prosper - Prosper Trail - (Westbound) Cook Ln to Dallas Pkwy

Prepared by:

Andy Malhiot

Regional Development Manager

URETEK USA, Inc.

(214) 930-0665

amalhiot@uretekusa.com

www.uretekusa.com

Proposal date:

September 27, 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 westbound section from Cook Ln to Dallas Pkwy. URETEK will inject to stabilize & void fill (if needed) each panel. If there are any panels that need to be lifted, we will lift those back to the designed grade, then mill off where the joints are mismatched. We are expecting to complete this project in approximately 30 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 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:

Mobilization (Each)

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

Concrete Street Panels - Stabilized, Void Fill & Joints Milled (Each)

270 Each @ \$1,050.00/Each = \$283,500.00

Total Estimate: \$288,500.00

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:

Payment terms are net 30 unless the contract states differently.

BuyBoard National Purchasing Cooperative:

URETEK is able to accept purchase orders directly based on BuyBoard Contract #730-24 (<https://www.buyboard.com>).

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 the 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 is 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: Carrie Jones, Director of Public Works

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

Re: Wastewater Odor Control

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider for \$243,512.

Description of Agenda Item:

For approximately four years, staff has been treating wastewater that flows to North Texas Municipal Water District (NTMWD) to control odor complaints along Wilson Creek. Due to the continuous need and the estimated annual expenditure, staff is requesting to establish an annual fixed-price agreement for the purchase of HI-Mag pH, a Hydrogen Sulfide Odor Control Technology, in order to create a more efficient ordering process and guaranteed unit prices for an extended period of time. Helix Laboratories is the sole supplier of HI-Mag pH and has provided a guaranteed price list for products, effective through September 30, 2025. Orders will be placed on an as-needed basis only, at the guaranteed price.

This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements

Budget Impact:

The estimated annual expenditure is \$243,512 and will be funded from account 70050530-53600.

Legal Obligations and Review:

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

Attached Documents:

1. Price Agreement
2. Sole Source Letter

Town Staff Recommendation:

Town Staff recommends the Town Council approve the annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider for \$243,512.

Proposed Motion:

I move to approve an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider for \$253,512.



October 2nd, 2024

James Rodriguez
Water & Wastewater Superintendent
Town of Prosper
601 W Fifth Street
Prosper, TX 75078

Dear James

This letter is confirmation that Helix Laboratories is the sole supplier of HI-MAG pH for controlling Hydrogen Sulfide in wastewater systems.

Please let me know if you need further information.

Best regards,

Eric Stone
Helix Laboratories Inc. www.helixlabs.com



Odor and Grease Control Experts

April 11, 2024

James Rodriguez
Water & Wastewater Superintendent
Town of Prosper, TX
601 W. Fifth Street
Prosper, TX 75078

Re: Proposal for Helix’s **HI-Mag pH** Odor Control Technology

James:

Thank you for the opportunity to propose our Helix’s **HI-Mag pH** Hydrogen Sulfide Odor Control technology, for fiscal year 2025, to the Town of Prosper. Since the beginning of 2020, Helix has valued our relationship with the Town of Prosper and we look forward to that continued quality service in FY 2025, as well as many more years to come. Our service and product quality are superior in the industry and have achieved a higher level with the addition of the new production facility located in Lufkin Texas. Our new plant will continue to provide the **HI-Mag pH** magnesium hydroxide in bulk loads with minimal lead times.

HI-MAG pH is a proprietary, concentrated aqueous suspension of magnesium hydroxide (hydrated lime of magnesia) produced from calcined, high purity, natural magnesite. This product is manufactured in Lufkin, TX as well as other strategical locations using a proprietary blend of dispersants that result in optimum storage stability and reactivity.

HI-MAG pH provides a highly reactive source of magnesium hydroxide (Mg(OH)₂) for use in water treatment, and wastewater treatment applications. **HI-MAG pH** offers a safe, non-hazardous means of effective acid neutralization, coagulation, H₂S and heavy metals removal in wastewater and process streams.

HI-Mag pH Chemical Composition

Magnesium Hydroxide	>95.8%
Calcium Hydroxide	> 1.6%
Ferric Oxide	> 1.09%
Manganese Oxide	> .09%
Silica	> 1.09%

Your Pricing is as follows:

Item Code	Qty	Description	\$/Gal.	FY2024 Total
Bulk Load	48,800 Gallons for FY2025, this is based on 120gpd plus an additional 5,000 gallons safety factor.	Helix HI-Mag pH	\$4.99 Delivered	\$243,512.00 Prosper will be billed based on the weight of delivery.

Helix appreciates the business relationship we have with The Town of Prosper and is looking forward to continuing service through FY2025 and beyond.

Best Regards,

Eric Stone
VP of Odor & Corrosion Solutions
5050 Quorum Dr. STE 700
Dallas, TX 75254
estone@helixlabs.com
817-876-1714
www.helixlabs.com





Police Department

To: Mayor and Town Council

From: Doug Kowalski, Police Chief

Through: Mario Canizares, Town Manager

Re: FY 2025 Taser Purchase

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase from Axon Enterprise, Inc. for tasers and associated supplies utilizing BuyBoard Contract #698-23 for \$70,742.

Description of Agenda Item:

This item is being submitted as part of the fiscal year 2024/2025 budget to purchase Taser devices and supplies for training and duty use of new and existing sworn positions.

Budget Impact:

The total cost of the Tasers and associated supplies is \$70,741.60, paid in \$14,148.32 annually for five years, and will be funded from the Police Department’s Tools and Equipment, Patrol Account, 12022011-54000.

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. Axon Quote

Town Staff Recommendation:

Town Staff recommends that the Town Council approve the purchase from Axon Enterprise, Inc. for tasers and associated supplies utilizing BuyBoard Contract #698-23 for \$70,742.

Proposed Motion:

I move to approve the purchase from Axon Enterprise, Inc. for tasers and associated supplies utilizing BuyBoard Contract #698-23 for \$70,742.



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

Q-568786-455

Item 13.

Issued: 09/30/2024
 Quote Expiration: 12/16/2024
 Estimated Contract Start Date: 01/01/2025

Account Number: 129367
 Payment Terms: N30
 Delivery Method:

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

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

Quote Summary

Program Length	60 Months
TOTAL COST	\$70,741.60
ESTIMATED TOTAL W/ TAX	\$70,741.60

Discount Summary

Average Savings Per Year	\$3,077.76
TOTAL SAVINGS	\$15,388.80

Payment Summary

Date	Subtotal	Tax	Total
Dec 2024	\$14,148.32	\$0.00	\$14,148.32
Dec 2025	\$14,148.32	\$0.00	\$14,148.32
Dec 2026	\$14,148.32	\$0.00	\$14,148.32
Dec 2027	\$14,148.32	\$0.00	\$14,148.32
Dec 2028	\$14,148.32	\$0.00	\$14,148.32
Total	\$70,741.60	\$0.00	\$70,741.60

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$86	Item 13.
\$70,741.60	
\$70,741.60	

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	14	60	\$99.56	\$81.24	\$81.24	\$68,241.60	\$0.00	\$68,241.60
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00
Total							\$70,741.60	\$0.00	\$70,741.60

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	14	2	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	14	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	14	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	280	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	90	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	140	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	13	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	14	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	12/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	50	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	120	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	40	1	12/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	110	1	12/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	40	1	12/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	110	1	12/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	40	1	12/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	110	1	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	14	01/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	14	01/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	01/01/2025	12/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	14
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	14	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	14	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	12/01/2025	12/31/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	12/01/2025	12/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	801 Safety Way	Prosper	TX	75078-9948	USA
2	801 Safety Way	Prosper	TX	75078-9948	USA

Payment Details

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	14	\$13,648.32	\$0.00	\$13,648.32
Total				\$14,148.32	\$0.00	\$14,148.32

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	14	\$13,648.32	\$0.00	\$13,648.32
Total				\$14,148.32	\$0.00	\$14,148.32

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	14	\$13,648.32	\$0.00	\$13,648.32
Total				\$14,148.32	\$0.00	\$14,148.32

Dec 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	14	\$13,648.32	\$0.00	\$13,648.32
Total				\$14,148.32	\$0.00	\$14,148.32

Dec 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$0.00	\$500.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	14	\$13,648.32	\$0.00	\$13,648.32
Total				\$14,148.32	\$0.00	\$14,148.32

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

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

9/30/2024





FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: GEOTEX Engineering Agreement for Fire Station 4

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between GEOTEX Engineering, and the Town of Prosper, Texas, related to construction materials testing for Fire Station 4 with a cost not to exceed \$78,787.

Description of Agenda Item:

GEOTEX Engineering will provide construction materials testing for the earthwork, lime stabilized subgrade, drilled shaft installation, reinforcing steel, cast-in-place concrete, masonry, and structural steel for Fire Station 4 not to exceed \$78,787. However, actual costs will be based on a per-test fee, as reflected in the Agreement.

GEOTEX Engineering Labs (formerly D&S Labs) is a qualified firm on the Town of Prosper's list for geotechnical engineering and material testing services. GEOTEX has contributed to multiple Town projects, including Town Hall and Central Fire Station.

Budget Impact:

Funding for this agreement, totaling \$78,787, is budgeted within the Fire Station 4 project under 'Other Development Costs' account number 20010762-FC202203.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Services Agreement
2. GEOTEX Proposal

Town Staff Recommendation:

Town staff recommends the Town Council authorize the Town Manager to execute a Professional Services Agreement between GEOTEX Engineering, and the Town of Prosper, Texas, related to construction materials testing for Fire Station 4 with a cost not to exceed \$78,787.

Proposed Motion:

I move to approve authorizing the Town Manager to execute a Professional Services Agreement between GEOTEX Engineering, and the Town of Prosper, Texas, related to construction materials testing for Fire Station 4 with a cost not to exceed \$78,787.



September 18, 2024

Proposal No.: 22-0648– **Revision 1**

Mr. Bryan Ausenbaugh

Prosper Fire Rescue

bausenbaugh@prospertx.gov

**Subject: Construction Materials Testing Services
Prosper Fire Station 4
Prosper, Texas**

Dear Mr. Ausenbaugh:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails the construction of a new fire station in Prosper, Texas.

This proposal is based on architectural, structural, and civil bid set plans dated November 17, 2022; geotechnical report by Geotex Engineering dated June 17, 2022.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- ◆ Building (approximately 13,328 square feet):
 - ◆ Moisture conditioning with 2-foot select fill cap
 - ◆ Straight-sided drilled shaft foundation system (73 total)
 - ◆ Slab-on-grade floor system with grade beams
 - ◆ Cast-in-place concrete walls
 - ◆ Below grade walls
 - ◆ Upper-level concrete slabs over pan decking
 - ◆ CMU Masonry
 - ◆ ICC 500 Storm Shelter
 - ◆ Structural steel
- ◆ Paving and sidewalks:
 - ◆ Scarified and re-compacted subgrade for sidewalks
 - ◆ 6- and 8-inch lime-treated paving subgrade
 - ◆ Portland cement concrete paving
- ◆ Miscellaneous:
 - ◆ Utility trench backfill
 - ◆ Dumpster pad and slab

SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. **We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/3,000 square feet for the building pad, 1/5,000 square feet for paving areas, and 1/100 linear feet for trench utility backfill and grade beam backfill per lift, with a minimum of 3 tests per lift
- Determine swell potential and compressive strength every 900 feet spacing or less along each roadway and fire lane direction
- Perform in-place sieve analysis, pH and Atterberg Limits testing at the rate of 1/300 linear feet on lime-treated paving subgrades
- Perform thickness test at the rate of 1/100 linear feet on lime-treated paving subgrades

Drilled Shaft Installation

- An engineer or geologist will be onsite on the first day of drilled shaft placement to verify the soil design parameters and to provide assistance if any problems arise during placement.
- Excavation observation of the drilled shafts will include:
 - record the diameter of the drilled shaft
 - record top and bottom pier elevations (information obtained from plans or provided by contractor)
 - record depth to the bearing stratum
 - record penetration into the bearing stratum
 - record if a casing was used
 - record if plumbness is within specification tolerance
 - record horizontal and vertical bars quantity and size
 - record the condition of drilled shaft excavation before concrete placement
 - record the time concrete was placed

Reinforcing Steel

- Perform reinforcing steel observation which will include:
 - verify the number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying, and chairing of bars

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/25 cubic yards then every 50 cubic yards of concrete, or a fraction thereof, placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve

Masonry

- Perform testing during masonry operations which will include:
 - Ambient, mortar, and grout temperature determinations
- Cast grout prisms at the proposed rate of 4 per set shall be made during the first day of masonry work and for every 5,000 SF of wall (or less) thereafter
- Compressive strength determination of grout prisms with one tested at 7 days and three tested at 28 days

Structural Steel

- Perform visual observation on welded and bolted connections
- Perform ultrasonic observation on moment or “full-penetration” welded connections

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE’s rate of \$250/hour.

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$78,787**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. Services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air, and temperature tests requested will be charged to the client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.

Prosper Fire Station # 4
Prosper, Texas

A Letter of Agreement for your execution will be forwarded to your office upon your approval of this proposal.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely,
Geotex Engineering, LLC



Brandon Lowrance
Chief Estimator

Attachments: Budget Estimate



Geotex Engineering, LLC
 1101 Shady Oaks Dr
 Denton, Texas
 Phone: 940.735.3433

Budget Estimate for Construction Materials

Testing & Observation Services

Town of Prosper Fire Station No. 4

Prosper, Texas

22-0648

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	4	each	\$185.00	\$740.00
Moisture Density Relations Treated (ASTM D698 - Method A or B)	1	each	\$280.00	\$280.00
Moisture Density Relations (ASTM D698 - Method C)	0	each	\$200.00	\$0.00
Atterberg Limits (ASTM 4318)	8	each	\$95.00	\$760.00
Minus 200 Sieve Analysis	4	each	\$50.00	\$200.00
Oversized Rock Correction	0	each	\$80.00	\$0.00
Sieve Analysis (Tex-110-E)	0	each	\$260.00	\$0.00
Soil pH	2	each	\$70.00	\$140.00
Sample preparation for lime treated samples	1	each	\$80.00	\$80.00
Overburden Swell	1	each	\$85.00	\$85.00
Unconfined compressive strength (soil)	1	each	\$55.00	\$55.00
Lime Depth Checks	7	each	\$20.00	\$140.00
Lime Subgrade Gradations	3	each	\$20.00	\$60.00
Sulfate Content in Soils, Colorimetric Method	1	each	\$105.00	\$105.00
Lime Series, pH Method	1	each	\$525.00	\$525.00
In-Place Moisture-Density Tests (Grading Fill) Min 3 Per Trip	51	each	\$20.00	\$1,020.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	22	each	\$20.00	\$440.00
In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip	48	each	\$20.00	\$960.00
Certified Engineering Soils Technician - Grading Fill (Min. 4 hrs. per trip)	32	hour	\$60.00	\$1,920.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	38	hour	\$60.00	\$2,280.00
Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	34	hour	\$60.00	\$2,040.00
Trip Charge	21	trip	\$50.00	\$1,050.00
Project Manager	12	hour	\$125.00	\$1,500.00
Project Administration	n/a	%	10	\$1,438.00
Estimated Total for Earthwork Services for Paving & Utilities:				\$15,818.00
Concrete Observation & Testing - Paving & Site Structures				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	100	each	\$25.00	\$2,500.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	136	hour	\$60.00	\$8,160.00
Certified Engineering Concrete Technician (Estimated overtime)	10	hour	\$90.00	\$900.00
Trip Charge	29	trip	\$50.00	\$1,450.00
Project Manager	12	hour	\$125.00	\$1,500.00
Project Administration	n/a	%	10	\$1,451.00
Estimated Total for Concrete Services for Paving:				\$15,961.00

Earthwork Observation & Testing Building Pad				
Moisture Density Relations (ASTM D698 - Method A or B)	3	each	\$185.00	\$555.00
Moisture Density Relations (ASTM D698 - Method C)	0	each	\$200.00	\$0.00
Atterberg Limits	3	each	\$95.00	\$285.00
Minus 200 Sieve Analysis	3	each	\$50.00	\$150.00
Oversized Rock Correction	0	each	\$80.00	\$0.00
Sieve Analysis (Tex-110-E)	0	each	\$260.00	\$0.00
In-Place Moisture-Density Tests, Min 3 per trip	80	each	\$20.00	\$1,600.00
Certified Engineering Soils Technician (Min. 4 hrs. per trip)	56	hour	\$60.00	\$3,360.00
Trip Charge	9	trip	\$50.00	\$450.00
Project Manager	6	hour	\$125.00	\$750.00
Project Administration	n/a	%	10	\$715.00
Estimated Total for Earthwork Services:				\$7,865.00
Drilled Shaft Observations				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	15	each	\$25.00	\$375.00
Certified Sr. Engineering Technician (Min. 4 hrs. per trip)	28	hour	\$75.00	\$2,100.00
Certified Sr. Engineering Technician (Estimated overtime)	12	hour	\$112.50	\$1,350.00
Senior Engineer (PE)	4	hour	\$250.00	\$1,000.00
Trip Charge	4	trip	\$50.00	\$200.00
Project Manager	5	hour	\$125.00	\$625.00
Project Administration	n/a	%	10	\$565.00
Estimated Total for Drilled Shaft Services:				\$6,215.00
Concrete Observation & Testing Building				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	75	each	\$25.00	\$1,875.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	114	hour	\$60.00	\$6,840.00
Certified Engineering Concrete Technician (Estimated overtime)	6	hour	\$90.00	\$540.00
Trip Charge	28	trip	\$50.00	\$1,400.00
Project Manager	10	hour	\$125.00	\$1,250.00
Project Administration	n/a	%	10	\$1,191.00
Estimated Total for Concrete Services:				\$13,096.00
Firestopping Observation				
Fireproofing Observation (Min. 5 hrs. per trip)	10	hour	\$95.00	\$950.00
Trip Charge	2	trip	\$50.00	\$100.00
Project Manager	1	hour	\$125.00	\$125.00
Project Administration	n/a	%	10	\$118.00
Estimated Total for Fireproofing Services:				\$1,293.00
Masonry Observation & Testing				
Mortar Cubes (6 per set)	12	each	\$25.00	\$300.00
Grout Prisms (4 per set)	24	each	\$35.00	\$840.00
Certified Engineering Technician (Min. 4 hrs. per trip) (Includes observation and masonry pickup)	52	hour	\$85.00	\$4,420.00
Trip Charge	10	trip	\$50.00	\$500.00
Project Manager	6	hour	\$125.00	\$750.00
Project Administration	n/a	%	10	\$681.00
Estimated Total for Masonry Services:				\$7,491.00

Structural Steel Observation				
CWI Specialist Visual Observation (Min. 5 hrs. per trip)	20	hour	\$85.00	\$1,700.00
Ultrasonic Inspection (Min. 5 hrs. per trip)	10	hour	\$95.00	\$950.00
Material Fee	2	day	\$50.00	\$100.00
Trip Charge	6	trip	\$100.00	\$600.00
Project Manager	3	hour	\$125.00	\$375.00
Project Administration	n/a	%	10	\$373.00
Estimated Total for Structural Steel Services:				\$4,098.00
Storm Shelter Observation				
Visual Observation (Min. 4 hrs. per trip)	20	hour	\$125.00	\$2,500.00
Sr. Engineer (submittal research and final walk through)	5	hour	\$250.00	\$1,250.00
Trip Charge	5	trip	\$50.00	\$250.00
Project Manager	4	hour	\$125.00	\$500.00
Project Administration	n/a	%	10	\$450.00
Estimated Total for Storm Shelter Services:				\$4,950.00
Project Setup Fee	1	each	\$250.00	\$250.00
Allowance for Sr. Engineer	7	hour	\$250.00	\$1,750.00
				\$2,000.00
Estimated Total for Above Services:				\$78,787.00

SCHEDULED ASSUMPTIONS AND NOTES

Utility backfill completed at a rate of 300 linear feet per day, full depth of trench.
Concrete for light pole bases will be completed in a single placement.
Concrete for outfall structures completed in two placements; rebar concurrent.
Concrete for sidewalks completed in 4 placements; rebar concurrent.
Concrete for paving placements will be completed at a rate of 200 cubic yards per pour; rebar concurrent.
Fire lane concrete thickness coring will not be required.
Lime treatment onsite will be performed in 3 days.
Building moisture conditioning will be performed at a rate of 20,000 cubic feet per day (4 days)
Piers will be completed at a rate of 15 per day, with one drill rig onsite.
Concrete for grade beams will be completed at a rate of 80 cubic yards per pour.
Visual structural steel inspections performed at a rate of two trips per segment per floor.
Storm louvers and storm door frames installation will be completed in one trip per opening.
Only Division 01 and Section 03 30 00 from the Project Manual were provided at the time of this proposal.

NOT INCLUDED IN REQUIREMENTS OR THE BUDGET

Tests in excess of above stated quantities or additional tests not listed
Retesting of any failed tests / observation
Temporary site curing facility
Project compliance letter

The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. If ICC Special Inspections are required, additional fees will apply. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air and temperature tests requested will be charged to client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING, LLC
FOR CONSTRUCTION MATERIALS TESTING AT FIRE STATION #4**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Fire Station #4 Project**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** The consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Seventy eight thousand seven hundred eighty-seven thousand dollars (\$78,787) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

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

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

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

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

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

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

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

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

Geotex Engineering, LLC
 Brandon Lowrance, Chief Estimator
 1101 Shady Oaks Drive
 Denton, TX 76205-7938
blowrance@geotex-engineering.com

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

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

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

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

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

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

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

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

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

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

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

20. **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.

21. **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.

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

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the _____ day of _____, 2024.

GEOTEX ENGINEERING, LLC

TOWN OF PROSPER, TEXAS

By: Amy Brothers
Signature

By: _____
Signature

Amy Brothers, P.E.
Printed Name

Mario Canizares
Printed Name

President
Title

Town Manager
Title

10.30.2024
Date

Date

**EXHIBIT A
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING, LLC
FOR CONSTRUCTION MATERIALS TESTING AT FIRE STATION #4**



September 18, 2024
 Proposal No.: 22-0648– **Revision 1**

Mr. Bryan Ausenbaugh
 Prosper Fire Rescue
bausenbaugh@prospertx.gov

**Subject: Construction Materials Testing Services
 Prosper Fire Station 4
 Prosper, Texas**

Dear Mr. Ausenbaugh:

Geotex Engineering is pleased to submit this proposal for construction materials testing for the above-referenced project. We understand that the project entails the construction of a new fire station in Prosper, Texas.

This proposal is based on architectural, structural, and civil bid set plans dated November 17, 2022; geotechnical report by Geotex Engineering dated June 17, 2022.

PROJECT INFORMATION

Based on our review of the project plans and specifications, we understand that the project will consist of the following:

- ◆ Building (approximately 13,328 square feet):
 - ◆ Moisture conditioning with 2-foot select fill cap
 - ◆ Straight-sided drilled shaft foundation system (73 total)
 - ◆ Slab-on-grade floor system with grade beams
 - ◆ Cast-in-place concrete walls
 - ◆ Below grade walls
 - ◆ Upper-level concrete slabs over pan decking
 - ◆ CMU Masonry
 - ◆ ICC 500 Storm Shelter
 - ◆ Structural steel
- ◆ Paving and sidewalks:
 - ◆ Scarified and re-compacted subgrade for sidewalks
 - ◆ 6- and 8-inch lime-treated paving subgrade
 - ◆ Portland cement concrete paving
- ◆ Miscellaneous:
 - ◆ Utility trench backfill
 - ◆ Dumpster pad and slab

SCOPE OF SERVICES

The following scope of services is based on our review of the project documents and is limited to providing testing and/or observations for the previously mentioned construction. **We do request that your construction representative provide us with a 24-hour notice for scheduling purposes. Same-day call-ins will be billed at premium rates.** As such, we agree to provide the appropriate personnel to perform the below construction materials services.

Earthwork

- Obtain and perform laboratory moisture/density relations (ASTM D698) and soil classification tests (liquid limit, plastic limit, and percent finer than no. 200 sieve analysis) for each soil type
- Perform in-place moisture/density tests at the proposed rate of 1/3,000 square feet for the building pad, 1/5,000 square feet for paving areas, and 1/100 linear feet for trench utility backfill and grade beam backfill per lift, with a minimum of 3 tests per lift
- Determine swell potential and compressive strength every 900 feet spacing or less along each roadway and fire lane direction
- Perform in-place sieve analysis, pH and Atterberg Limits testing at the rate of 1/300 linear feet on lime-treated paving subgrades
- Perform thickness test at the rate of 1/100 linear feet on lime-treated paving subgrades

Drilled Shaft Installation

- An engineer or geologist will be onsite on the first day of drilled shaft placement to verify the soil design parameters and to provide assistance if any problems arise during placement.
- Excavation observation of the drilled shafts will include:
 - record the diameter of the drilled shaft
 - record top and bottom pier elevations (information obtained from plans or provided by contractor)
 - record depth to the bearing stratum
 - record penetration into the bearing stratum
 - record if a casing was used
 - record if plumbness is within specification tolerance
 - record horizontal and vertical bars quantity and size
 - record the condition of drilled shaft excavation before concrete placement
 - record the time concrete was placed

Reinforcing Steel

- Perform reinforcing steel observation which will include:
 - verify the number and size of bars
 - verify clearance between bars and spacing
 - verify securing, tying, and chairing of bars

Cast-In-Place Concrete

- Perform testing during concrete placements, which will include:
 - perform ambient and concrete temperature determinations
 - perform entrained air content determination
 - perform slump determination
- Cast concrete test cylinders at the proposed rate of 5/25 cubic yards then every 50 cubic yards of concrete, or a fraction thereof, placed per day
- Compressive strength determination of concrete test cylinders with one tested at 7 days, three tested at 28 days, and one held in reserve

Masonry

- Perform testing during masonry operations which will include:
 - Ambient, mortar, and grout temperature determinations
- Cast grout prisms at the proposed rate of 4 per set shall be made during the first day of masonry work and for every 5,000 SF of wall (or less) thereafter
- Compressive strength determination of grout prisms with one tested at 7 days and three tested at 28 days

Structural Steel

- Perform visual observation on welded and bolted connections
- Perform ultrasonic observation on moment or “full-penetration” welded connections

Notes and Qualifications:

Preparation of a compliance letter or other tasks and services that will require Professional Engineering (PE) hours will be billed at the PE’s rate of \$250/hour.

COMPENSATION

While testing is dependent on the construction sequence, contractor performance and efficiency, weather conditions, and the actual testing performed, we suggest an **estimated budget of \$78,787**. The invoicing for this project will use the attached Fee Schedule **and the actual quantity of work performed**. The estimated budget will not be exceeded without prior approval. Services provided by Geotex Engineering will be consistent with the engineering standards prevailing at the time and in the area that the work is performed; no other warranty, express or implied, is intended. Estimates are valid for 60 days. If ICC Special Inspections are requested or required, additional fees will apply. Any additional testing that the client requests will be billed. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air, and temperature tests requested will be charged to the client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.

Prosper Fire Station # 4
Prosper, Texas

A Letter of Agreement for your execution will be forwarded to your office upon your approval of this proposal.

We appreciate the opportunity to provide you with our services. Please call if you have any questions or wish to discuss any aspect of our proposal.

Sincerely,
Geotex Engineering, LLC



Brandon Lowrance
Chief Estimator

Attachments: Budget Estimate

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GEOTEX ENGINEERING, LLC
FOR CONSTRUCTION MATERIALS TESTING AT FIRE STATION #4**



Geotex Engineering, LLC
 1101 Shady Oaks Dr
 Denton, Texas
 Phone: 940.735.3433

Budget Estimate for Construction Materials

Testing & Observation Services

Town of Prosper Fire Station No. 4

Prosper, Texas

22-0648

Item	Quantity	Unit	Unit Rate	Total
Earthwork Observation & Testing Paving & Utilities				
Moisture Density Relations (ASTM D698 - Method A or B)	4	each	\$185.00	\$740.00
Moisture Density Relations Treated (ASTM D698 - Method A or B)	1	each	\$280.00	\$280.00
Moisture Density Relations (ASTM D698 - Method C)	0	each	\$200.00	\$0.00
Atterberg Limits (ASTM 4318)	8	each	\$95.00	\$760.00
Minus 200 Sieve Analysis	4	each	\$50.00	\$200.00
Oversized Rock Correction	0	each	\$80.00	\$0.00
Sieve Analysis (Tex-110-E)	0	each	\$260.00	\$0.00
Soil pH	2	each	\$70.00	\$140.00
Sample preparation for lime treated samples	1	each	\$80.00	\$80.00
Overburden Swell	1	each	\$85.00	\$85.00
Unconfined compressive strength (soil)	1	each	\$55.00	\$55.00
Lime Depth Checks	7	each	\$20.00	\$140.00
Lime Subgrade Gradations	3	each	\$20.00	\$60.00
Sulfate Content in Soils, Colorimetric Method	1	each	\$105.00	\$105.00
Lime Series, pH Method	1	each	\$525.00	\$525.00
In-Place Moisture-Density Tests (Grading Fill) Min 3 Per Trip	51	each	\$20.00	\$1,020.00
In-Place Moisture-Density Tests (Paving) Min 3 Per Trip	22	each	\$20.00	\$440.00
In-Place Moisture-Density Tests (Utilities) Min 3 Per Trip	48	each	\$20.00	\$960.00
Certified Engineering Soils Technician - Grading Fill (Min. 4 hrs. per trip)	32	hour	\$60.00	\$1,920.00
Certified Engineering Soils Technician - Paving (Min. 4 hrs. per trip)	38	hour	\$60.00	\$2,280.00
Certified Engineering Soils Technician - Utilities (Min. 4 hrs. per trip)	34	hour	\$60.00	\$2,040.00
Trip Charge	21	trip	\$50.00	\$1,050.00
Project Manager	12	hour	\$125.00	\$1,500.00
Project Administration	n/a	%	10	\$1,438.00
Estimated Total for Earthwork Services for Paving & Utilities:				\$15,818.00
Concrete Observation & Testing - Paving & Site Structures				
Concrete Test Cylinders (4 x 8 inch)	100	each	\$25.00	\$2,500.00
(Includes: ambient & concrete temperatures, slump, air & unit weight)				
Certified Engineering Concrete Technician (Min. 4 hrs. per trip)	136	hour	\$60.00	\$8,160.00
(Includes reinforcing observation & cylinder pick up)				
Certified Engineering Concrete Technician (Estimated overtime)	10	hour	\$90.00	\$900.00
Trip Charge	29	trip	\$50.00	\$1,450.00
Project Manager	12	hour	\$125.00	\$1,500.00
Project Administration	n/a	%	10	\$1,451.00
Estimated Total for Concrete Services for Paving:				\$15,961.00

Earthwork Observation & Testing Building Pad				
Moisture Density Relations (ASTM D698 - Method A or B)	3	each	\$185.00	\$555.00
Moisture Density Relations (ASTM D698 - Method C)	0	each	\$200.00	\$0.00
Atterberg Limits	3	each	\$95.00	\$285.00
Minus 200 Sieve Analysis	3	each	\$50.00	\$150.00
Oversized Rock Correction	0	each	\$80.00	\$0.00
Sieve Analysis (Tex-110-E)	0	each	\$260.00	\$0.00
In-Place Moisture-Density Tests, Min 3 per trip	80	each	\$20.00	\$1,600.00
Certified Engineering Soils Technician (Min. 4 hrs. per trip)	56	hour	\$60.00	\$3,360.00
Trip Charge	9	trip	\$50.00	\$450.00
Project Manager	6	hour	\$125.00	\$750.00
Project Administration	n/a	%	10	\$715.00
Estimated Total for Earthwork Services:				\$7,865.00
Drilled Shaft Observations				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	15	each	\$25.00	\$375.00
Certified Sr. Engineering Technician (Min. 4 hrs. per trip)	28	hour	\$75.00	\$2,100.00
Certified Sr. Engineering Technician (Estimated overtime)	12	hour	\$112.50	\$1,350.00
Senior Engineer (PE)	4	hour	\$250.00	\$1,000.00
Trip Charge	4	trip	\$50.00	\$200.00
Project Manager	5	hour	\$125.00	\$625.00
Project Administration	n/a	%	10	\$565.00
Estimated Total for Drilled Shaft Services:				\$6,215.00
Concrete Observation & Testing Building				
Concrete Test Cylinders (4 x 8 inch) (Includes: ambient & concrete temperatures, slump, air & unit weight)	75	each	\$25.00	\$1,875.00
Certified Engineering Concrete Technician (Min. 4 hrs. per trip) (Includes reinforcing observation & cylinder pick up)	114	hour	\$60.00	\$6,840.00
Certified Engineering Concrete Technician (Estimated overtime)	6	hour	\$90.00	\$540.00
Trip Charge	28	trip	\$50.00	\$1,400.00
Project Manager	10	hour	\$125.00	\$1,250.00
Project Administration	n/a	%	10	\$1,191.00
Estimated Total for Concrete Services:				\$13,096.00
Firestopping Observation				
Fireproofing Observation (Min. 5 hrs. per trip)	10	hour	\$95.00	\$950.00
Trip Charge	2	trip	\$50.00	\$100.00
Project Manager	1	hour	\$125.00	\$125.00
Project Administration	n/a	%	10	\$118.00
Estimated Total for Fireproofing Services:				\$1,293.00
Masonry Observation & Testing				
Mortar Cubes (6 per set)	12	each	\$25.00	\$300.00
Grout Prisms (4 per set)	24	each	\$35.00	\$840.00
Certified Engineering Technician (Min. 4 hrs. per trip) (Includes observation and masonry pickup)	52	hour	\$85.00	\$4,420.00
Trip Charge	10	trip	\$50.00	\$500.00
Project Manager	6	hour	\$125.00	\$750.00
Project Administration	n/a	%	10	\$681.00
Estimated Total for Masonry Services:				\$7,491.00

Structural Steel Observation				
CWI Specialist Visual Observation (Min. 5 hrs. per trip)	20	hour	\$85.00	\$1,700.00
Ultrasonic Inspection (Min. 5 hrs. per trip)	10	hour	\$95.00	\$950.00
Material Fee	2	day	\$50.00	\$100.00
Trip Charge	6	trip	\$100.00	\$600.00
Project Manager	3	hour	\$125.00	\$375.00
Project Administration	n/a	%	10	\$373.00
Estimated Total for Structural Steel Services:				\$4,098.00
Storm Shelter Observation				
Visual Observation (Min. 4 hrs. per trip)	20	hour	\$125.00	\$2,500.00
Sr. Engineer (submittal research and final walk through)	5	hour	\$250.00	\$1,250.00
Trip Charge	5	trip	\$50.00	\$250.00
Project Manager	4	hour	\$125.00	\$500.00
Project Administration	n/a	%	10	\$450.00
Estimated Total for Storm Shelter Services:				\$4,950.00
Project Setup Fee	1	each	\$250.00	\$250.00
Allowance for Sr. Engineer	7	hour	\$250.00	\$1,750.00
				\$2,000.00
Estimated Total for Above Services:				\$78,787.00

SCHEDULED ASSUMPTIONS AND NOTES

Utility backfill completed at a rate of 300 linear feet per day, full depth of trench.
Concrete for light pole bases will be completed in a single placement.
Concrete for outfall structures completed in two placements; rebar concurrent.
Concrete for sidewalks completed in 4 placements; rebar concurrent.
Concrete for paving placements will be completed at a rate of 200 cubic yards per pour; rebar concurrent.
Fire lane concrete thickness coring will not be required.
Lime treatment onsite will be performed in 3 days.
Building moisture conditioning will be performed at a rate of 20,000 cubic feet per day (4 days)
Piers will be completed at a rate of 15 per day, with one drill rig onsite.
Concrete for grade beams will be completed at a rate of 80 cubic yards per pour.
Visual structural steel inspections performed at a rate of two trips per segment per floor.
Storm louvers and storm door frames installation will be completed in one trip per opening.
Only Division 01 and Section 03 30 00 from the Project Manual were provided at the time of this proposal.

NOT INCLUDED IN REQUIREMENTS OR THE BUDGET

Tests in excess of above stated quantities or additional tests not listed
Retesting of any failed tests / observation
Temporary site curing facility
Project compliance letter

The fees listed above for field and laboratory tests, include the equipment necessary to accomplish the task. Fees not listed above are available upon request. Estimates are valid for 60 days. Any additional testing that the client requests will be billed. There will be a 50% surcharge to the standard testing fees on all testing performed on rush orders. All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits and for cancellations (on-site or in route) unless noted otherwise. Hourly rates quoted are portal to portal and apply to standard work days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates. Fees listed above are per unit/hour, unless otherwise noted. Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate. Fees listed are for informational use only and are subject to change. If ICC Special Inspections are required, additional fees will apply. Fees are subject to increases upon the calendar year or following years of signing the contract. Additional slump, entrained air and temperature tests requested will be charged to client. (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5). If NICET inspector is required, additional fees will apply.

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

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



FACILITIES

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Purchase of a Replacement Generator for Fire Station No. 3

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and authorize the purchase of an emergency stand-by generator for Fire Station No. 3 for \$87,113.

Description of Agenda Item:

As part of the FY25 Capital Improvements program, several projects were identified for Fire Station No. 3. The current generator that powers the station in the event of a power loss is 20 years old and is less reliable due to its age. This proposed purchase would replace the existing generator and ensure reliable power, if needed, for emergency services.

If approved, Clifford Power would install a natural gas Generac generator under an existing Buy Board cooperative purchasing contract. Upon approval, installation is expected to be completed within 12 weeks.

Budget Impact:

Up to \$190,000 has been identified in the Capital Improvements program and this project will be funded from this source in the amount of \$87,113 in account FC202518.

Attached Documents:

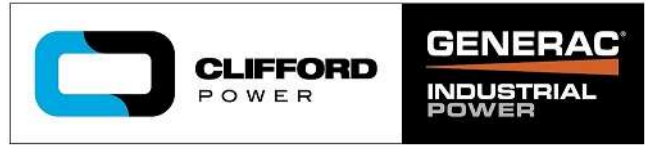
1. Purchase Quote

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the purchase of an emergency stand-by generator for Fire Station No. 2 for \$87,113.

Proposed Motion:

I move to approve/deny the purchase of an emergency stand-by generator for Fire Station No. 3 for \$87,113.



Date: SEPT, 20, 2024

To: (TOWN OF PROSPER)

Quote is Valid 30 Days

Attn: ROBERT COOK

Reference: FIRE STATION 3 GEN REPLACEMENT

BUY BOARD CONTRACT # 657-21

QTY	FIRE STATION	TOTAL PRICE
1	Generac 125 kW, Natural Gas Fueled Generator Package M/N: • SG0130GG269.0S18HPYYG 120/208 Volts, 3 Phase, 60HZ LEAD TIME 8-12 WEEKS Proposal Includes Install (1) provided 130KW generator Furnish and install conduit and feeders as required from Generator Slab to Termination Block. Provide crane to install generator. Permit Needed. Provide concrete generator Pad. Provide concrete bollards by code. Provide conduit and wire for controls of generator. Disconnect Electrical on Existing Gen. Disconnect Controls on Existing Gen. ATS to Remain.	\$87,113.00

Equipment Proposed: FIRE STATION 3- PER DISCOVERY

Quantity 1 - Generac Industrial gaseous 9.0L V-8 engine-driven generator, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 130 kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Permanent Magnet Excitation
- Natural Gas fuel system (7-11")
- Standard Weather Protective Enclosure, Steel
 - Industrial Grey Baked-On Powder Coat Finish
- UL2200
- EPA Non Emergency
- H-100 Control Panel
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Digital Microprocessor:
 - Two 4-line x 20 displays, full system status
 - 3 Phase sensing, +/-0.25% digital voltage regulation
 - RS232, RS485 and Canbus remote ports
 - Waterproof connections
 - All engine sensors are 4-20ma for minimal interference
 - Programmable I/O
 - Built-in PLC for special applications
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch

- Isochronous Governor, +/-0.25% frequency regulation
 - Full system status on all AC output and engine function parameters
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
- 2-wire start controls for any 2-wire transfer switch
- 21 Light Remote Annunciator
 - Surface-Mount
 - Integral 8 Function Relay Board
- Remote Emergency Stop Switch, flush-mount, shipped loose
- 110 AH, 925 CCA Group 31 Battery, with rack, installed
- Dual 8 Fun Alarm Relay Panel
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC
- Pad Vibration Isolators
- Std set of 3 Manuals
- 120V GFCI and 240V Outlet
- Extreme Cold Weather Kit - Heated Crankcase Breather System
- Flex Fuel Line
- Modem
- MLCB, 100% rated, LSI Electronic Trip
 - 400 Amp
- Standard 2-Year Limited Warranty
- **SG0130GG269.0S18HPYYG**

B. Clarifications

1. This proposal of Clifford Power is based upon the assumption that the labor and materials anticipated herein will be reasonably available and subject to no more than normal market fluctuations. In the event of a severe and/or unanticipated shortage of either labor or materials, Clifford Power Systems reserves the right to seek an equitable adjustment in either the contract time or the contract sum, or both, to reflect such unanticipated shortage and/or cost increases. If this proposal is accepted, these terms will be incorporated into any subcontract agreement to be executed by the parties covering the work herein quoted.
2. This proposal, including but not limited to pricing and schedule, is made contingent upon the work addressed herein not being adversely affected, either directly or indirectly, by the COVID-19 pandemic and/or the Corona virus. This proposal is further conditioned upon the parties agreeing, prior to beginning of any work and in writing as part of any contract/subcontract, that any (i) schedule issues (including, but not limited to, delay, acceleration, compression, interference, hindrance), (ii) overtime hours or added resources to perform work, (iii) shortages (whether as to labor, subcontracted services, materials, or supplies), (iv) change orders, extra work, or extra costs, or (v) inefficiency and impacts relating to the foregoing, that arise as a result of the COVID-19 pandemic or Corona virus will entitle contractor to a change order equitably addressing impacts to its time for performance and costs.
3. During recent weeks, the market price of copper and steel has experienced large fluctuations. As a result, our vendors have refused to hold prices firm without an order. Upon award of contract, should there be a substantial increase in the cost of wire over that used in our proposal, Clifford Power will charge the incremental increase at Morley-Moss's cost-plus taxes. This proposal is based on price of copper at \$.00 per pound."
4. This proposal is based upon a mutually agreeable contract.
5. This proposal is valid for 30 days

I. EXCLUSIONS

- A. Overtime, expediting or acceleration fees
- B. Energized electrical work
- C. Permit fees
- D. Warranty of existing electrical work
- E. Anything not specified or listed in the scope of work section
- F. Business interruptions or losses resultant there from
- G. Tax

Project Management Services – INCLUDED IN PRICING

- Start-up, one trip including travel
- Freight Included to Site
- Training of owners personnel at time of start up
- Factory load bank testing
- Submittal drawings
- Dimensional drawings, Electrical drawings, Product specifications
- Production testing
- Technical assistance
- Operation and maintenance manuals for engine, generator

Notes

Estimated Delivery: **8-12 Weeks**

FOB: Jobsite

Terms and Conditions – Please Note , Quote is valid for 30 Days

Effective 1-2-23, cancelled orders after 72 hours are subject to a cancellation fee of up to 40% of the purchase price. A detailed Bill of Materials is included. Please refer to the equipment spec sheets and installation drawings for additional information. Please contact us if this information, or any other documentation is needed.

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT!

In signing this proposal, the buyer agrees to the [Terms & Conditions](http://www.cliffordpower.com/terms-conditions) (www.cliffordpower.com/terms-conditions) and the proposal terms listed above.

Sincerely,

Kody Sims
Clifford Power Systems
(817)247-0055
ksims@cliffordpower.com

Acceptance of Quote

Prior to ordering equipment or services, please sign and return as a confirmation of the above terms and conditions.

Customer Signature



FACILITIES

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Upgrade of Fire and Security Systems for Fire Station No. 3

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an agreement with DAC, Inc. to upgrade fire and security systems for Fire Station No. 3 for \$67,904.

Description of Agenda Item:

As part of the FY25 Capital Improvements program, several projects were identified for Fire Station No. 3. The existing fire and security systems are not compatible with those installed at the Central Fire Station and Fire Station No. 2. These upgrades will provide fire and security systems consistent with those installed in most Town facilities.

This agreement is part of a BuyBoard cooperative purchasing contract.

Budget Impact:

Up to \$190,000 is available in the Capital Improvements program for improvements to Fire Station 3 and \$67,904 from account FC202518 is available for this project.

Attached Documents:

1. Quote

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the Town Manager to execute an agreement with DAC, Inc. to upgrade fire and security systems for Fire Station No. 3 for \$67,904.

Proposed Motion:

I move to approve authorizing the Town Manager to execute an agreement with DAC, Inc. for Fire Station No. 3 fire and security improvements for \$67,904.

PROPOSAL

Date: Wednesday, October 16, 2024

RE: **TOWN OF PROSPER FIRE STATION #3 SECURITY**

DAC Proposal No. 2300714-3

BuyBoard # 654-21 Fire and Security Systems

BASIS OF PROPOSAL

This proposal is based on:

- SITE VISIT AND NARRATIVE
- DNA Fusion Access Controls and Milestone VMS
- Our standard Terms and Conditions of Sale which are attached.
- This proposal is valid for sixty (60) days.
- Tax Not Included

SCOPE OF WORK

This proposal includes the Expansion of the existing security systems for Prosper Fire Department. DAC will provide and install the device below for a turnkey system. Our scope of work includes all low voltage installation of parts, cable, miscellaneous installation materials, and one-year warranty.

- Access Controls
 - 1ea. DNA Fusion main controller in an enclosure with power for each door lock and DNA licenses.
 - 8ea. Electric door hardware for each door that needs access controls.
 - 7ea. BIO READER IDEMIA SIGMA LITE+ Card Readers, Programming and license updates.
 - 2ea. Standard Card Readers, 1 Mullion mount.
 - 1ea. Door contact, REX for each door.
 - Conduit surface mounted where necessary, painted to match existing.
- Video Surveillance
 - 1ea. Milestone small form factor NVR.
 - 4ea. Milestone licenses for existing cameras.

INVESTMENT

Security System Materials	\$ 43,501.00
Security System Labor	\$ 12,397.00
Security System Electric Hardware	\$ 12,006.00
Applicable Tax	\$ 0.00
Total	\$ 67,904.00

Should you have any questions regarding the terms of this proposal, please feel free to contact me.

Michael Gonzales | DAC, Inc. | Mobile: 214-843-5727

Security * Access Control * Video Surveillance

SCOPE OF WORK - BILL OF MATERIAL

- Access Controls Door 1 – Existing RIM Panic Bar Storefront
 - 1ea. Electric Strike for RIM Bar with center latch and custom alum plates
 - 1ea. Regular Mullion reader
- Access Controls Door 2 – Existing Hollow Metal Door with Push/Pulls
 - General Lock ED9000R-P Exit only 630 finish 36" RIM Exit
 - 1ea. ACSI 1550K-MDV Electric Latch Retraction Kit with door cord
 - 1ea. SFIC format core cylinder housing
 - 1ea. BEST 1cc7a core 7pin
 - 1ea. Custom alum plates
 - 1ea. BIOreader
- Access Controls Door 3 – Existing Hollow Metal Door with Push/Pulls
 - 1 ea. General Lock ED9000R-P Exit only 630 finish 36" RIM Exit
 - 1ea. ACSI 1550K-MDV Electric Latch Retraction Kit with door cord
 - 1ea. SFIC format core cylinder housing
 - 1ea. BEST 1cc7a core 7pin
 - 1ea. Custom alum plates
 - 1ea. BIOreader
- Access Controls Door 4 – Existing Single Hollow Metal Door with Simplex Lock
 - Remove existing simplex lock and replace.
 - 1ea. Cylindrical leverset 24v Fail Secure with armored door cord and REX option.
 - 1ea. BEST 1cc7a core 7pin.
 - 1ea. Don-Jo Custom alum plates.
 - 1ea. BIOreader
- Access Controls Door 5 – Existing wood door with local electric strike and keypad
 - 1ea. Existing Electric Strike
 - 1ea. Replace Keypad with BIOreader
- Access Controls Door 6 – Existing single aluminum glass door with simplex trim and monarch RIM exit
 - 1ea. Electric Strike for RIM Bar with center latch
 - 1ea. Remove existing simplex lock
 - 1ea. Custom alum plates
 - 1ea. SFIC Cylinder and Housing with Core and 2 keys
 - 1ea. BIOreader
- Access Controls Door 7 – Existing wood door with single lever
 - 1ea. Electric Strike for wood door frame
 - 1ea. BIOreader
- Access Controls Door 8 – Existing wood door with single lever
 - 1ea. Electric Strike for wood door frame
 - 1ea. BIOreader
- Access Controls Door 9 IT Room – Existing hollow metal door with single lever
 - 1ea. Electric Strike Mortise
 - 1ea. Regular reader

CLARIFICATIONS AND EXCLUSIONS

- DAC operates under the following licensure:
 - License B16589 by the Texas Department of Public Safety
- This proposal is valid for 30 days from the date issued.
- We include a one (1) year system warranty, which will begin from date of final acceptance.
- This proposal is based on work being performed during normal working hours.
- We assume a mutually acceptable contract and insurance terms shall be negotiated.
- We assume a mutually acceptable schedule shall be negotiated.
- There will be no retainage unless the Owner retains funds on account of our work. There will be no monthly lien release requirements from our vendors and subcontractors unless required by the owner.
- We will not agree to Broad Form Indemnity and Hold Harmless Clauses requiring us to be responsible for the actions of others.
- Builders Risk insurance shall be provided by others and shall provide total coverage for DAC, Inc.
- Work shall not start until an executed contract has been received. Additional project related work shall not be executed until a change order has been issued.
- We have not included costs nor will agree to supplement a composite cleanup crew. DAC only assumes responsibility for the waste it generates.
- This proposal excludes all access doors, access hatches, roof penetrations, all patching and painting.

PROPOSAL ACCEPTANCE

This proposal is hereby accepted and DAC, Inc. is authorized to proceed with the scope of work described herein. This document serves as a notice to proceed. DAC payment terms are Net 30 days.

Client Name

DAC, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

Purchase Order

TERMS AND CONDITIONS

This quotation and any exhibits and attachments hereto (collectively, "Agreement") and any information contained herein, is the property of DAC, Inc. ("Seller") and shall constitute proprietary and confidential information unless given to a public entity and required by law to be public information. The party to whom this quotation is addressed ("Buyer") acknowledges the confidential nature of this Agreement and agrees to take all commercially reasonable and necessary precautions to ensure the confidential treatment of this Agreement and all information contained herein. This Agreement will not be used, copied, reproduced, disclosed or otherwise disseminated or made available, directly or indirectly, to any third party for any purpose whatsoever without the prior written consent of Seller. The parties agree to be bound by the following terms and conditions.

1. **Quotations and Acceptance.** The quotation is based solely on the bid documents, which consist of the project drawings, specifications and/or instructions of the Buyer only modified by written agreement or Seller objection. Significant deviations between the actual conditions and circumstances of the work and those specified in the bid documents shall be cause for an adjustment in work scope, price and time allowed for performance. Written quotations shall be valid for no more than thirty (30) days from the date of issue, unless specifically stated otherwise herein. Buyer may accept the quotation by signing and returning a copy to Seller or by returning Buyer's own written instrument or order expressly acknowledging the quotation and terms set forth herein, provided, however, Seller hereby gives notice of its objection to any different or additional terms or conditions contained or referenced in Buyer's order, which will be of no force or effect except as may be expressly agreed to by Seller in writing. It is the intent of the parties that these Terms and Conditions of Sale shall govern the sale of goods delivered and services performed. Upon acceptance, this Agreement constitutes the entire understanding between the parties respecting the goods or services delineated herein and supersede all prior oral or written understandings or representations relating to such goods or services. This Agreement may not be discharged, extended, amended or modified in any way except by a written instrument signed by a duly authorized representative of each party.
2. **Payment.** Absent a contrary provision herein, Buyer will pay Seller monthly progress payments on a net thirty (30) days basis from date of invoice for materials delivered (or stored at an off-site storage facility) and services performed, less any retained reserve which will be mutually agreed upon in writing by the parties. The aggregate amount of any such retained reserves shall be paid by Buyer to Seller within thirty (30) days after the date of substantial completion. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. All invoices due and payable to Seller, less any applicable retained reserve, shall accrue interest at a compounded per annum rate not to exceed 1½% per month (18% per annum) or the maximum rate permitted by law. Acceptance and endorsement by Seller of an instrument for less than the full amount which Seller claims to be due shall not be deemed to be an admission of payment in full and any conditions to the contrary which are noted on such an instrument shall not be binding on Seller. If Buyer does not pay Seller, through no fault of Seller, within seven (7) days from the time payment was due, Seller may, without prejudice to any other remedy it may have, upon seven (7) additional days' written notice to Buyer, stop its work until payment of the amount owing has been received and the contract sum shall be equitably adjusted for reasonable costs of shutdown, delay and startup or in the alternative Seller may terminate this contract for material breach and all monies due Seller for services performed and materials delivered shall be paid upon demand. Seller shall be entitled to recover from Buyer all costs for collection, including reasonable attorneys' and professionals' fees. To the extent payments are received and as required by law, and upon Buyer's request, Seller will furnish mechanics lien waivers as the work progresses.

Seller reserves a security interest in any goods sold to the extent of the invoiced amount to secure payment of Buyer's obligation. In event of payment default, Seller may repossess such goods and a copy of the invoice may be filed with appropriate authorities as a financing statement to event or perfect Seller's security interest in the goods. At Seller's request, Buyer will execute any necessary instrument to perfect Seller's security interest.

3. **Price and Taxes.** The price for the goods and services hereunder are those shown on the face of this Agreement. The price of this Agreement does not include sales, use, excise, duties or other similar taxes, unless otherwise expressly provided herein. Any taxes (other than taxes due on Seller's net income) that are payable hereunder shall be the responsibility of Buyer. If applicable, Buyer shall provide Seller a copy of any appropriate tax exemption certificate for the state(s) into which the goods are to be shipped.
4. **Changes and Claims.** All materials and labor furnished hereunder shall be in accordance with shop drawings submitted by Seller and approved by Buyer. Any changes in the work as set forth in approved shop drawings, or from the scope of work as described herein, will require a written change order submitted to Seller by Buyer. An equitable adjustment will be made in the contract price or delivery dates or both, and this Agreement will be modified accordingly in writing. The cost or credit to Buyer for performance of such change order shall be determined by mutual written agreement prior to the commencement of any work under such change order. Buyer shall notify Seller promptly in writing of any circumstances arising from the performance of the work herein described, which reasonably may be anticipated to result in a claim or back charge to Seller. Upon Seller's receipt of such notification, Seller shall have five (5) working days in which to remedy such circumstances and to avoid the imposition of such claim or back charge. Seller will not be liable for any claim or back charge where Seller has not been notified in the manner as set forth above.
5. **Access and Overtime.** This Agreement is based upon the use of straight time labor only during regular working hours (7:00 a.m. to 4:00 p.m., Monday through Friday, excluding Seller's holidays). If Buyer requests Seller to perform any work outside of regular working hours,

overtime and other additional expense occasioned thereby will be charged to and paid by Buyer. If Seller's work is to be performed on the project site, Buyer will afford unrestricted access to Seller and its employees and agents to all work areas.

6. **Damage or Loss to Equipment.** In the case of equipment not to be installed by or under supervision of Seller, Seller shall not be liable for damage to or loss of equipment after delivery of such equipment to the point of shipment. In the case of equipment to be installed by or under supervision of Seller, Seller shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter, pending installation or completion of installation or full performance by Seller, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of Seller, Buyer agrees to promptly pay or reimburse Seller an amount equal to the damage or loss which Seller incurs as a result thereof, in addition to or apart from, any and all other sums due or to become due hereunder.
7. **Delays.** Buyer shall prepare all work areas to be acceptable for Seller's work required hereunder. Buyer acknowledges that the contract sum is based upon Seller being able to perform the work in an orderly and sequential manner, as Seller so determines. If Seller's performance is delayed, interfered with, suspended, or otherwise interrupted, in whole or in part, by Buyer, other contractors on the project site, or by any other third party or by any act within the power and/or duty of Buyer to control, then Buyer agrees that it will be liable to Seller for all increased costs and damages which Seller incurs as a result thereof. Furthermore, if Seller is delayed at any time in the progress of the work by any act or neglect of Buyer, or by any separate contractor employed by Buyer, or by changes ordered in the work or by labor disputes, fire, delay in transportation, adverse weather conditions, casualties, or any other causes beyond Seller's control, then the time for completion of the work shall be extended for a period equal to the time lost by reason of such delay.
8. **Warranty.** Seller warrants to Buyer that all tangible articles installed by Seller will be free of defects in workmanship and material and that the work performed will be of good quality and will conform to the requirements of the bid documents. If the article is installed by Seller, Seller's sole obligation under this warranty shall be to provide, without charge, parts and labor necessary to remedy defects which appear within twelve (12) months from the date of beneficial use or occupancy, as applicable. If Seller provides a Certificate of Substantial Completion, such certificate shall conclusively establish such date. If article is not installed by Seller, the warranty period shall be within twelve (12) months of shipment of said article. Warranty claim must be made to Seller in writing within such twelve (12) month period. All transportation charges incurred in connection with the warranty for equipment not installed by Seller shall be borne by Buyer.

This warranty is the sole and exclusive warranty given with respect to any articles delivered or services performed by Seller. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is subject to proper installation of the articles (if installation is not performed by Seller or authorized subcontractors of the Seller) and maintenance and storage of the articles in accordance with the specifications and directions supplied by Seller. This warranty does not apply to any defect, malfunction or failure caused by repairs made by other than or without the consent of Seller or the article has been subject to abuse, misuse, neglect, tampering, accident or damage by circumstances beyond Seller's control, including without limitation, acts of God, war, acts of government, corrosion, power fluctuations, freeze-ups, labor disputes, differences with workmen, riots, explosions, vandalism, or malicious mischief, nor to defective associated equipment or use of the articles with equipment for which they were not sold. All of Seller's obligations under this warranty will immediately terminate and be of no further force or effect if all or any part of the purchase price (including any installment payment) with respect to any article covered by this warranty is not paid to Seller when due. If cause of defect is found not to be Seller's responsibility, standard rates for repair or replacement and labor shall apply.

9. **Ownership.** Prior to completion of the Work, any drawings, specifications and equipment list developed in connection with the design for the Work shall remain the property of Seller whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Seller on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Seller unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Buyer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Seller; and (c) are not to be reproduced in whole or in part without prior written consent of Seller. Upon substantial completion of the Work and final payment in full by Buyer, ownership of drawings, specifications and equipment lists shall become Buyer's.
10. **Limitation of Liability.** In no event will Seller's total aggregate liability in warranty or contract exceed the contract price paid for the specific product or service that gives rise to the claim excluding third party claims for personal injury, death or property damage or as may be required by law. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
11. **Laws and Permits.** Seller shall comply with all applicable federal, state, and local laws and regulation and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Buyer. This contract shall be interpreted and governed under and in accordance with the laws of the jurisdiction in which the goods are delivered or services are performed without regard to its choice of law provisions.

12. Indemnification. When Buyer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Buyer shall indemnify, save, defend and hold harmless Seller from and against all claims brought by parties other than the parties to the **agreement to the extent allowed by Texas Law. To the extent allowed by Texas Law**, this provision shall apply to all claims regardless of cause, including the performance or failure to perform by Seller and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Buyer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Seller, its employees, agents or assigns. **To the extent allowed by Texas law**, the Buyer agrees to indemnify Seller against, and to defend and hold Seller harmless from any action for subrogation which may be brought against Seller by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees. Design Development, Programming, Drawings, Ownership, and Software License(s).
13. Disputes. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by good faith consultation and negotiation. If those attempts fail, either party shall provide written notice within thirty (30) days to the other to mutually agree on an arbitration process. If a process is not agreed upon within thirty (30) days, final and binding arbitration in accordance with the then current Construction Industry Arbitration Rules of the American Arbitration Association shall commence and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held in the federal, state or municipal courts serving the county in which the project is located unless the parties mutually agree otherwise. The prevailing party shall recover all reasonable legal costs and attorney's fees incurred as a result, which shall be promptly paid by the non-prevailing party. Any dispute or demand for arbitration must commence within one (1) year after the cause of action has accrued. Nothing herein shall limit any rights Seller may have under construction mechanic or materialmen lien laws. The seller shall have the right to suspend affected services pending resolution of disputes.
14. Insurance. The parties shall each maintain insurance coverage including without limitation, Workers' Compensation and Employer's Liability at statutory limits, Automobile Liability covering all owned, hired and other non-owned vehicles, and Commercial General Liability covering public liability and property damage with limits generally required for its respective industry with not less than \$1,000,000 minimum coverage per occurrence. Such insurance shall be with reputable and financially responsible carriers authorized to transact business in the state in which the project and services are being performed. No credit will be given, or premium paid by Seller for insurance afforded by others.
15. Clean Up. The seller agrees to keep the job site clean of debris arising out of its operations. Buyer shall not back charge Seller for any costs or expenses for clean up or otherwise without prior written notice and Seller's written consent.
16. Severability. The invalidity or unenforceability of any provision herein shall in no way affect the validity or enforceability of any other provision.



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

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

Re: Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the renewal of an Enterprise License Agreement for term license software between Environmental Systems Research Institute, Inc., a sole source provider, and the Town of Prosper, Texas; and authorizing the Town Manager to execute an agreement for \$142,029.

Description of Agenda Item:

In September 2021, the Town Council approved a three-year Enterprise License Agreement (ELA) with Environmental Systems Research Institute, Inc. (ESRI) to serve as the Town's Geographic Information Systems (GIS) software platform. This item is a renewal of the ELA for a new three-year term.

This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Environmental Systems Research Institute, Inc. is the owner, manufacturer, and sole source provider of all U.S. domestic Enterprise Agreements.

Budget Impact:

This item is included in the FY25 approved budget. The first-year fee for the ELA is \$51,629 and the total cost of the three-year agreement is \$142,029 and will be funded from Information Technology Account 11014010-56640. Subsequent annual expenditures will be subject to budget appropriations granted in future fiscal years.

Legal Obligations and Review:

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

Attached Documents:

1. ESRI Renewal Agreement
2. Sole Source Letter
3. Legal Review

Town Staff Recommendation:

Town Staff recommends the Town Council approve the renewal of an Enterprise License Agreement for term license software between Environmental Systems Research Institute, Inc., a sole source provider, and the Town of Prosper, Texas; and authorizing the Town Manager to execute an agreement for \$142,029.

Proposed Motion:

I move to approve the renewal of an Enterprise License Agreement for term license software between Environmental Systems Research Institute, Inc., a sole source provider, and the Town of Prosper, Texas; and authorizing the Town Manager to execute an agreement for \$142,029.



Quotation # Q-526253

Item 17.

Date: November 5, 2024

Customer # 390089 Contract # ENTERPRISE AGREEMENT

Town of Prosper
Information Technology
250 W 1st St
Prosper, TX 75078-2759

ATTENTION: Natalia Nolazco
PHONE: 3617797417
EMAIL: nnolazco@prospertx.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/9/2024 To: 1/5/2025*

Enterprise Agreement & GeoEvent

Material	Qty	Term	Unit Price	Total
168178	1	Year 1	\$46,054.52	\$46,054.52
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription 10/1/2024 to 11/15/2025				
168178	1	Year 2	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription 11/16/2025 to 11/15/2026				
168178	1	Year 3	\$40,900.00	\$40,900.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription 11/16/2026 to 11/15/2027				
168440	1	Year 1	\$4,841.92	\$4,841.92
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription 10/1/2024 to 11/15/2025				
168440	1	Year 2	\$4,300.00	\$4,300.00
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription 11/16/2025 to 11/15/2026				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sean Gill	Email: s.gill@esri.com	Phone: (909) 793-2853 x8828
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-526253

Item 17.

Date: November 5, 2024

Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

Customer # 390089 Contract # ENTERPRISE AGREEMENT

Town of Prosper
 Information Technology
 250 W 1st St
 Prosper, TX 75078-2759

ATTENTION: Natalia Nolzco
 PHONE: 3617797417
 EMAIL: nnolzco@prospertx.gov

*To expedite your order, please attach a copy of this quotation to your purchase order.
 Quote is valid from: 7/9/2024 To: 1/5/2025*

Material	Qty	Term	Unit Price	Total
168440	1	Year 3	\$4,300.00	\$4,300.00

ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription
 11/16/2026 to 11/15/2027

Year 1 Additional Add On Items

Material	Qty	Term	Unit Price	Total
159070	2		\$365.96	\$731.92

ArcGIS Image Analyst for ArcGIS Online Creator or Professional User Type Annual Subscription
 10/1/2024 to 11/15/2025

Subtotal:	\$142,028.36
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$142,028.36

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sean Gill	Email: s.gill@esri.com	Phone: (909) 793-2853 x8828
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Limited Quantities

Two (2) ArcGIS CityEngine Single Use Licenses
100 ArcGIS Online Viewers
100 ArcGIS Online Creators
17,500 ArcGIS Online Service Credits
100 ArcGIS Enterprise Creators
3 ArcGIS Insights in ArcGIS Enterprise
3 ArcGIS Insights in ArcGIS Online
10 ArcGIS Location Sharing User Type Extension (Enterprise)
10 ArcGIS Location Sharing User Type Extension (Online)
9 ArcGIS Advanced Editing User Type Extension (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



SOLE SOURCE LETTER
Environmental Systems Research Institute, Inc. (Esri)
380 New York Street
Redlands, CA 92373

DATE: January 18, 2024

TO: Whom It May Concern

FROM: Jackie Ricks, Contracts Specialist I, Contracts and Legal Services Dept.

RE: Esri Sole Source Justification for Small Municipal and County Government Enterprise Agreement

This letter confirms Esri, as owner and manufacturer, is the sole source provider of all U.S. domestic Small Municipal and County Government Enterprise Agreements (EA). The Small Municipal and County Government EA is a bundled package of term limited software licenses and maintenance that includes the right to copy.

Subject to the disclosures set forth below, Esri is the only source that can grant a right to copy and deploy Enterprise Software within your organization (Enterprise). Also, domestically Esri is the only source of maintenance (updates and technical support) for all Esri[®] software.

Esri has authorized certain resellers to resell Small Local Government Cloud-Based Enterprise Agreements for populations of less than 15,000.

If you have further questions, please feel free to call our Contracts and Legal Services Department at 909-793-2853, extension 1990.


Jackie Ricks



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 – November 12, 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 October 15, 2024, and November 5, 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:

October 15, 2024, Meeting

1. DEVAPP-24-0045 – Prosper Center, Block D, Lot 6 (Approved 6-0)
2. DEVAPP-24-0079 – Prosper Commons, Block B, Lot 10 (Approved 6-0)
3. DEVAPP-24-0116 – Fire Station No. 4 Addition, Block A, Lot 1 (Approved 6-0)

November 5, 2024, Meeting

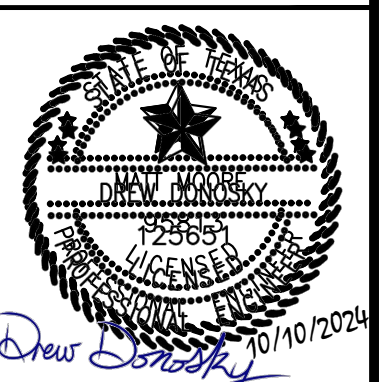
4. DEVAPP-23-0138 – Prosper Business Park, Block B, Lots 9-11 (Approved 7-0)
5. DEVAPP-24-0018 – Windsong Ranch Phase 6E Addition, Block X, Lot 3 (Approved 7-0)
6. DEVAPP-24-0102 – Prosper Middle School No. 7 Addition, Block A, Lot 1 (Approved 7-0)
7. DEVAPP-24-0104 – Silo Park Addition, Block A, Lots 3R1-3R2 (Approved 7-0)
8. DEVAPP-24-0105 – Windsong Ranch, Phase 7B, Block E, Lot 12 (Approved 7-0)

Town Staff Recommendation:

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

Proposed Motion:

N/A

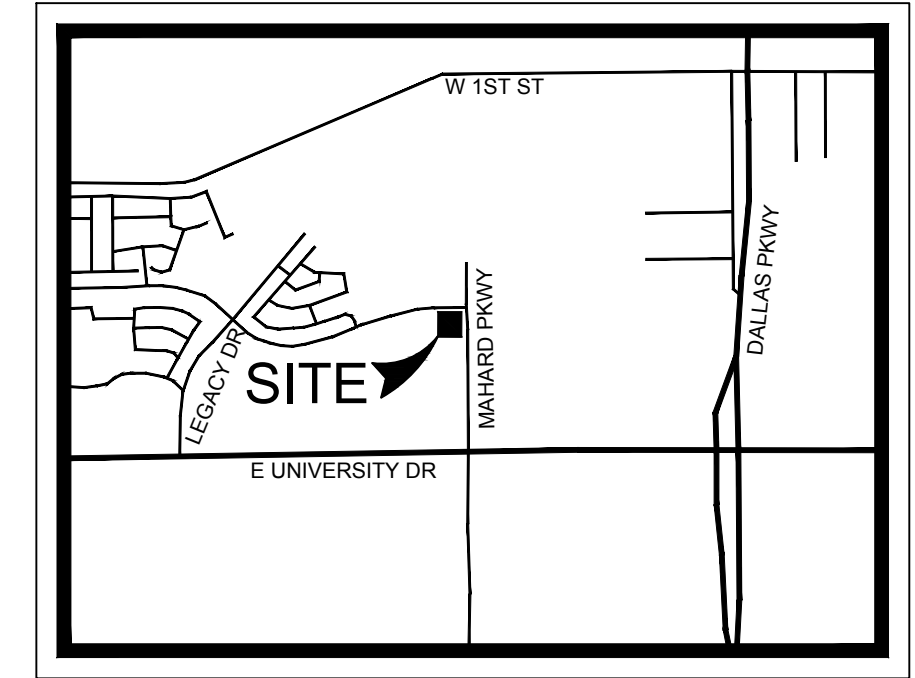


**PROSPER PREMIER HOTEL
MARRIOTT TOWN PLACE SUITE
PRAIRIE DRIVE AND
MAHARD PARKWAY
PROSPER, TEXAS**

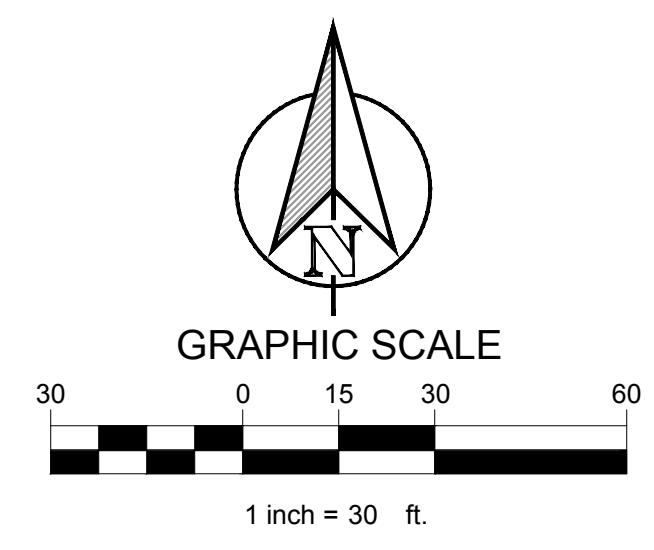
NO.	DATE	REVISION	BY

SITE PLAN

DESIGN:	MBT
DRAWN:	MBT
CHECKED:	DD
DATE:	10/10/2024
SHEET	
SP-1	



VICINITY MAP
N.T.S.

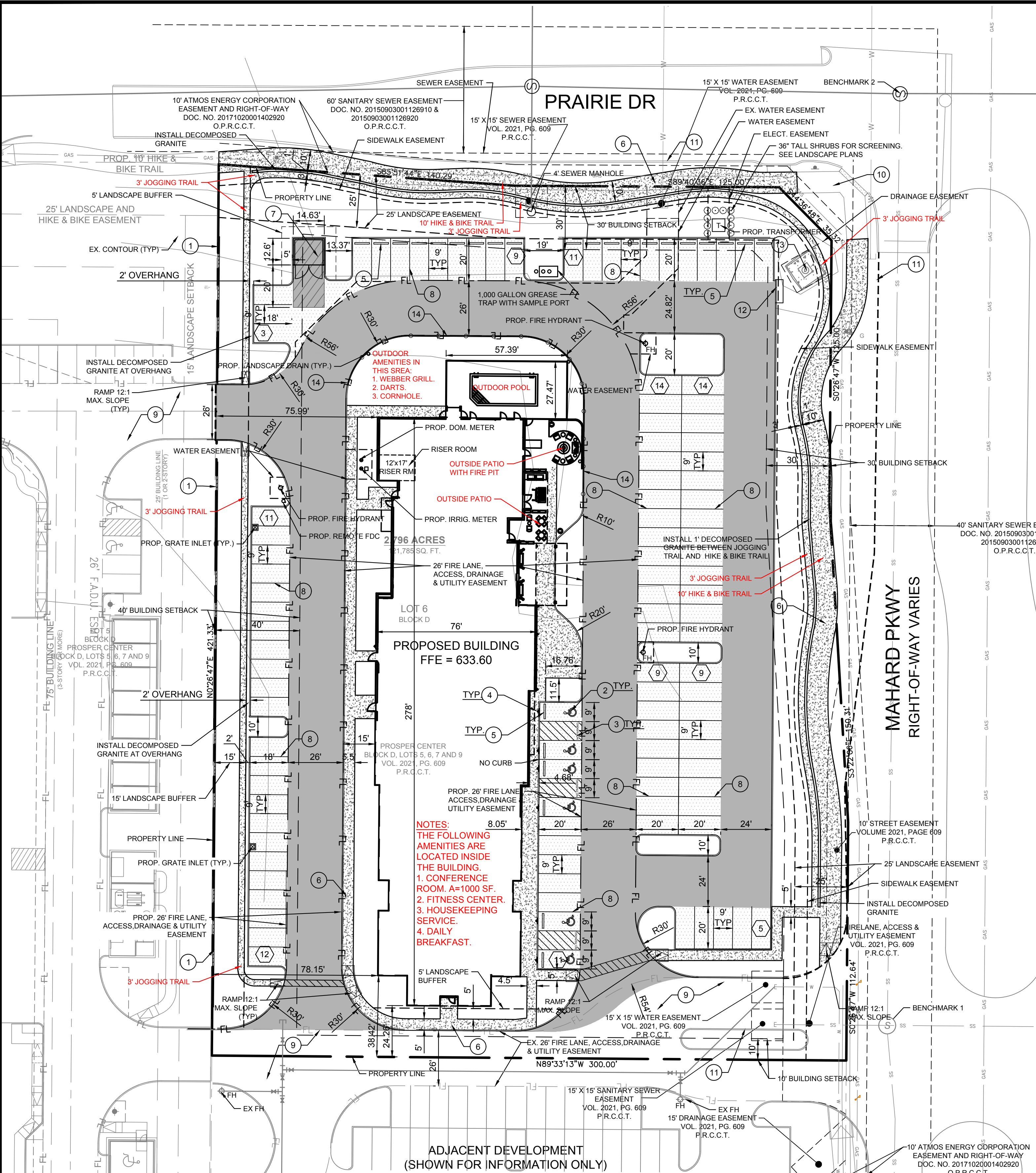


LEGEND	
[Symbol]	CONCRETE PAVEMENT
[Symbol]	FIRE LANE CONCRETE PAVEMENT
[Symbol]	PUBLIC CONCRETE SIDEWALK
[Symbol]	PROPOSED CONCRETE CURB AND GUTTER
[Symbol]	PROPERTY LINE
[Symbol]	FULL-DEPTH SAWCUT
[Symbol]	FIRE LANE
[Symbol]	EASEMENT LINE
[Symbol]	PARKING COUNT

CONSTRUCTION SCHEDULE	
①	6' MASONRY SCREEN WALL
②	HANDICAP SYMBOL
③	PAVEMENT STRIPING
④	HANDICAP SIGN
⑤	CURB STOP
⑥	SIDEWALK
⑦	PROPOSED 8' HIGH DUMPSTER AREA AND ENCLOSURE MATERIAL: MASONRY
⑧	4" PARKING STALL STRIPING COLOR: WHITE (TYP)
⑨	EXISTING PAVEMENT BY OTHERS
⑩	EXISTING SIDEWALK
⑪	EXISTING CURB & GUTTER
⑬	EXISTING WYE INLET TO BE REMOVED
⑭	RETAINING WALL WITH 42" GUARD RAIL PER ARCH. DETAILS

SITE PLAN GENERAL 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 *



OUTDOOR AMENITIES:
1. OUTDOOR POOL.
2. JOGGING TRAIL.
3. OUTSIDE PATIO WITH WEBBER GRILL, FIRE PIT, DARTS AND CORNHOLE.

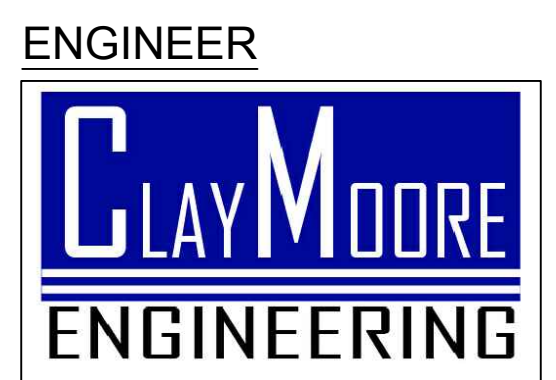
NOTES:
THE FOLLOWING AMENITIES ARE LOCATED INSIDE THE BUILDING:
1. CONFERENCE ROOM: A=100 SF.
2. FITNESS CENTER
3. HOUSEKEEPING SERVICE
4. DAILY BREAKFAST.

NOTE:
ALL HVAC / MECH. EQUIPMENTS ARE LOCATED ON THE ROOF AND SCREENED WITH PARAPET WALLS.

SIZE	TYPE	QUANTITY	REMARKS
2"	DOMESTIC	1	PROPOSED
1"	IRRIGATION	1	PROPOSED

	TOTAL SITE AREA (SF)	IMPERVIOUS (SF)	PERVIOUS (SF)	% IMPERVIOUS
EXISTING SITE	121,785	7,303	114,482	6.00
PROPOSED SITE	121,785	92,189	29,596	75.70

ZONING	PROPOSED USED	GROSS LOT AREA	LOT COVERAGE	TOTAL BUILDING FLOOR AREA	FLOOR AREA RATIO	BUILDING HT	NUMBER OF STORIES	PARKING REQUIREMENT	REQUIRED PARKING	PROVIDED	HC PARKING REQUIRED	HC PARKING PROVIDED	IMPERVIOUS AREA	PERCENT IMPERVIOUS	REQUIRED PARKING LOT LANDSCAPING	PROVIDED PARKING LOT LANDSCAPING	REQUIRED OPEN SPACE	PROVIDED OPEN SPACE
PD-122 (OFFICE)	HOTEL (LIMITED SERVICE)	2,796 ACRES 121,785 SF	15.19%	55,200 (18,496) SF	0.45	55'	4	1 PER ROOM (93 RMS) + 1 PER 200 SF OF CONFERENCE CENTER (A=1,320 SF)	100	108	5	6	92,189 SF	75.70%	1,635 SF	2,916 SF	8,525 SF (7%)	8,956 SF (7.35%)



ENGINEER
TEXAS REGISTRATION #14199
1903 CENTRAL DR. SUITE #406
BEDFORD, TX 76021
PH. 817.281.0572
FAX 817.281.0574
CONTACT: DREW DONOSKY, PE
EMAIL: DREW@CLAYMOOREENG.COM

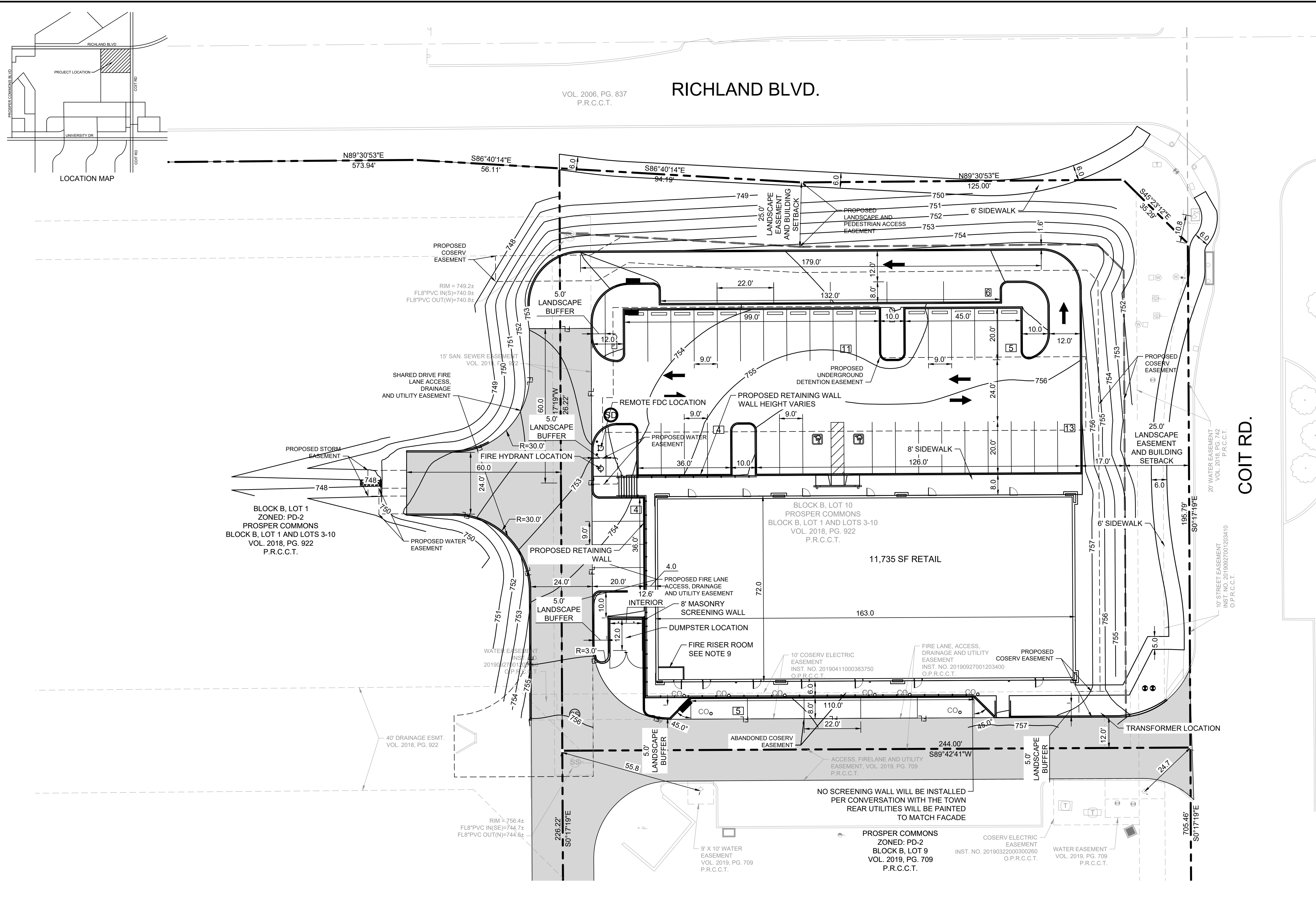
ARCHITECT
PRP. ARC. CORP.
3 COLONIAL COURT, FRISCO, TX 75034
PH 972.900.3104
CONTACT: PANKAJ PATEL
EMAIL: PPATEL2030@GMAIL.COM

DEVELOPER
SHYANA HOSPITALITY MANAGEMENT, LLC
6401 EL DARADO PKWY, SUITE: 338 MCKINNEY, TX 75070
PH 214.412.0695
CONTACT: DIPAL PATEL
EMAIL: DIPAL0102@GMAIL.COM

SITE PLAN			
DEVAPP-24-0045			
PROSPER PREMIER HOTEL			
MARRIOTT TOWN PLACE SUITE			
PRAIRIE DRIVE AND MAHARD PARKWAY PROSPER TEXAS 2.80 ACRES			
LEGAL DESCRIPTION: PROSPER CENTER BLOCK D, LOT 6 TOWN OF PROSPER, TEXAS.			
CITY:	PROSPER	STATE:	TEXAS
COUNTY:	COLLIN	SURVEY:	COLLIN COUNTY SCHOOL
ABSTRACT NO.:	147		
SUBMITTAL LOG:			
DATE:	11-05-2023	CITY SUBMITTAL	
DATE:	8-15-2024	CITY SUBMITTAL	

PLOTTED BY: DENG TORRES
 PLOT DATE: 10/10/2024 2:30 PM
 LOCATION: Z:\PROJECTS\PROJETS\2022-014 VIBRANT HOTEL PROSPER\CADD\SHEETS\SP-1 SITE PLAN.DWG
 LAST SAVED: 10/10/2024 2:08 PM

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



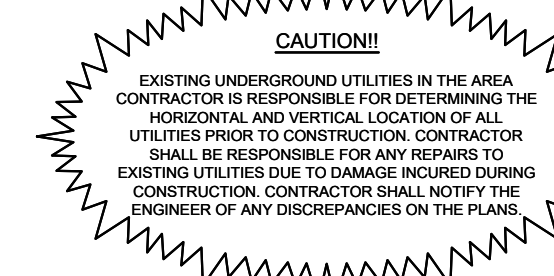
LEGEND

- FIRE HYDRANT
- FIRE DEPT. CONNECTION
- WATER VALVE
- WATER METER
- CLEANOUT
- LIGHT POLE
- STORM SEWER CURB INLET
- TRAFFIC FLOW ARROW
- SIGN
- ADA SYMBOL
- WHEEL STOP
- PARKING COUNT
- EXISTING SANITARY SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING TRANSFORMER
- PROPOSED CONTOUR 1290
- HAND RAIL
- FIRE LANE

- SITE PLAN NOTES**
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
 - LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY 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 ACCESSED 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 WITH 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.
 - FIRE RISER ROOM REQUIREMENTS: MINIMUM FIRE RISER ROOM SIZE SHALL BE 36 SQ. FT. WITH MINIMUM INTERIOR DIMENSIONS OF 6'. SHALL BE DIRECTLY ACCESSIBLE FROM THE EXTERIOR OF THE STRUCTURE BY A CONCRETE SIDEWALK FROM THE FIRE LANE. ACCESS DOOR SHALL FACE AND FRONT A FIRE LANE. NO OTHER EQUIPMENT IS PERMITTED IN THE RISER ROOM. DOMESTIC WATER, NECESSARY TO SERVE THE BUILDING MAY BE PERMITTED ONLY WITH WRITTEN APPROVAL FROM THE FIRE MARSHAL.
 - LANDSCAPE EASEMENTS SHALL BE EXCLUSIVE WITH THE EXCEPTION OF EXISTING EASEMENTS.

SITE PLAN
PROSPER COMMONS
BLOCK B, LOT 10
 AN ADDITION TO THE TOWN OF PROSPER
 ZONED: PD-2
 1.234 ACRES

HARRISON JAMISON SURVEY, ABSTRACT NO. 480
 TOWN OF PROSPER,
 COLLIN COUNTY, TEXAS
 SEPTEMBER - 2024
 DEVAPP-24-0079



OPEN SPACE REQUIREMENTS:

Requirement	Calculation	Required SF	Provided SF
Chapter 4 Section 2.6 - C-6-g-a Landscape Area Requirements: For nonresidential development, seven percent of the net lot area is required to be provided as open space.	53752 SF x 7%	3763 SF	3812 SF

PARKING COUNT TABLE

	Tenant 1	Tenant 2	Tenant 3	Tenant 4	Tenant 5	Tenant 6	Total
BUILDING AREA (SF)	3,114	1,724	1,724	1,724	1,724	1,725	11,735
USAGE	MEDICAL	RETAIL	RETAIL	RETAIL	RETAIL	RETAIL	-
PARKING RATIO (1 PER XX SF GFA)	250	250	250	250	250	250	-
REQUIRED PARKING (#)	13.0	7.0	7.0	7.0	7.0	7.0	48
PROVIDED PARKING (#)							48
REQUIRED ADA PARKING (#)							2
PROVIDED ADA PARKING (#)							2

BLOCK	LOT	ZONING	PROPOSED USE	LOT AREA	BUILDING AREA	BUILDING HEIGHT	LOT COVERAGE	FLOOR AREA RATIO	REQUIRED PARKING	PROVIDED PARKING	ADA PARKING REQUIRED	ADA PARKING PROVIDED	INTERIOR LANDSCAPE REQUIRED	INTERIOR LANDSCAPE	SQUARE FOOTAGE (IMPERVIOUS AREA)	OPEN SPACE REQUIRED	OPEN SPACE REQUIRED %	OPEN SPACE PROVIDED	OPEN SPACE PROVIDED
B	LOT 10	PD-2	RETAIL(S)/MEDICAL(1)	53,752.38 SF 1.23 ACRES	11,735 SF	21'-0"	21%	0.210	48	48	2	2	720 SF	1564 SF	21824	3763 SF	7%	3812 SF	7.1%

Kimley & Horn
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 4177 GALLARDA PARKWAY, SUITE 250, OKLAHOMA CITY, OK 73142
 PHONE: 405-241-5463 FAX: 405-240-0240
 WWW.KIMLEY-HORN.COM

ASHTON GRAY
PROSPER COMMONS
MULTI-TENANT BUILDING

SITE PLAN (1 OF 2)

SHEET NUMBER
C-005

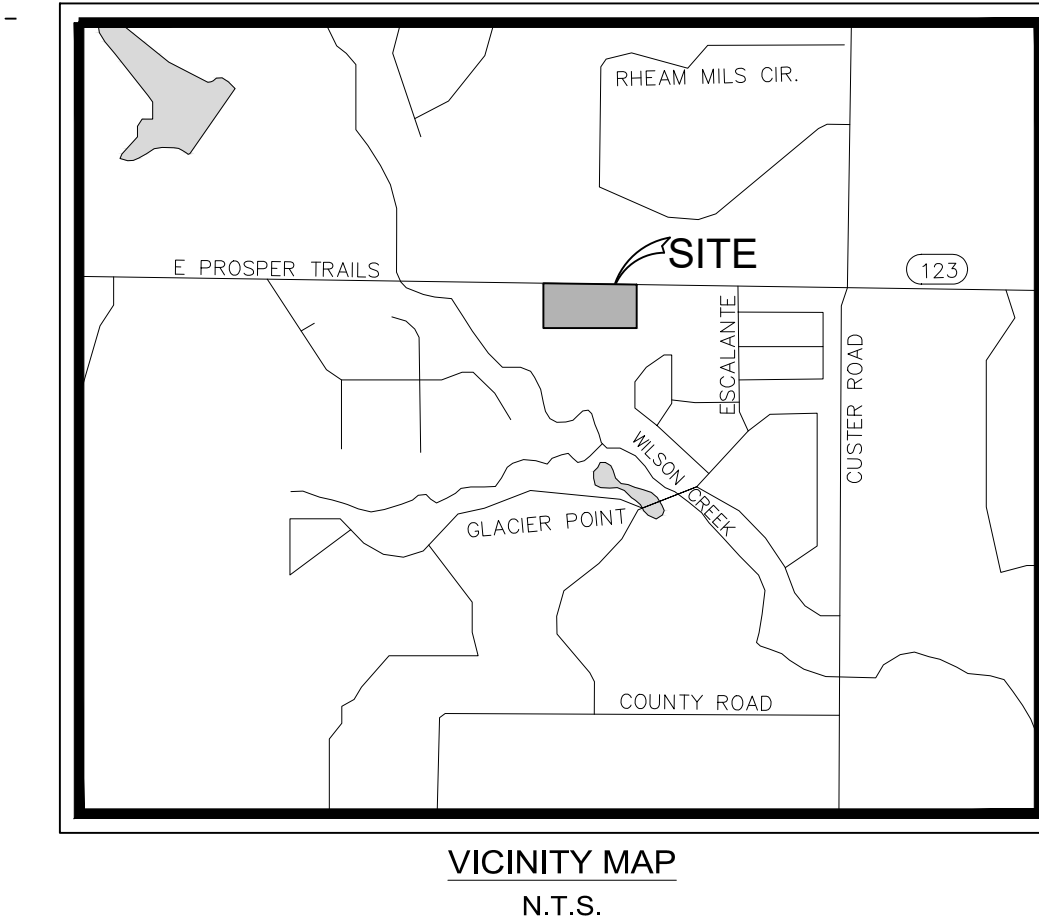
NO.	REVISIONS	DATE

PROSPER TRAIL

(CALLED 100' PUBLIC RIGHT-OF-WAY)

LEGEND

	PROPERTY LINE
	EXISTING CONTOURS
	PROPOSED CONTOURS
	CONCRETE SIDEWALK
	CONCRETE FIRE LANE
	8" FLEX BASE
	PARKING COUNT



SITE DATA SUMMARY TABLE

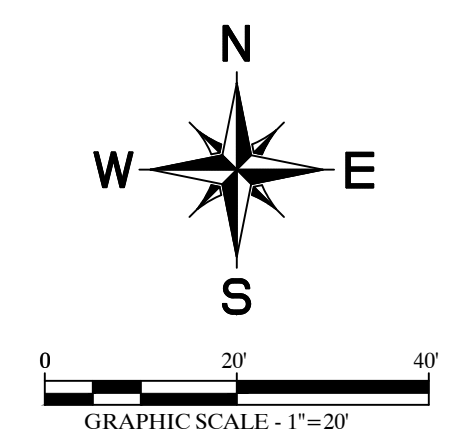
FIRE STATION # 4	LOT 1, BLOCK A
ZONING	AGRICULTURAL
PROPOSED USE	FIRE STATION
LOT AREA (SQUARE FEET)	116,738
LOT AREA (ACRES)	2.68
BUILDING AREA (GROSS SQUARE FOOTAGE)	12,212
BUILDING FOOTPRINT (GROSS SQUARE FOOTAGE)	11,604
BUILDING HEIGHT (# STORIES)	2 INCLUDING BASEMENT
BUILDING HEIGHT (FEET-DISTANCE TO TALLEST BUILDING ELEMENT)	36'-00"
LOT COVERAGE	9.94%
FLOOR AREA RATION (RATIO-XX:1)	10.46
PARKING RATIO - PLEASE SEE PARKING TABLE BY USE	
REQUIRED PARKING SPACES (# SPACES)	16
PROVIDED PARKING SPACES (# SPACES)	19
HANDICAP PARKING REQUIRED (# SPACES)	2
HANDICAP PARKING PROVIDED (# SPACES)	2
INTERIOR PARKING REQUIRED	285
INTERIOR LANDSCAPE PROVIDED	1,248
IMPERVIOUS SURFACE (SQUARE FEET)	40,400
OPEN SPACE REQUIRED (7%)	8,172
OPEN SPACE PROVIDED (52%)	60,324

NOTE: HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH ADA STANDARDS
7% OF NET LOT AREA IS REQUIRED TO BE PROVIDED AS OPEN SPACE. THE FOLLOWING SHALL NOT BE INCLUDED: VEHICULAR PAVING, REQUIRED PARKING LOT ISLANDS, SIDEWALKS, AND DETENTION PONDS.

PARKING TABLE BY USE

USE	SF
ASSEMBLY	206
BUSINESS	2,558
STORAGE/MECHANICAL/BASEMENT	2,756
TOTAL	5,520
* RESIDENTIAL	2,081
* BAY STORAGE	4,003
* MEZZANINE	608
PARKING RATION 1/350 SF = 5,520/350	16

* RESIDENTIAL, BAY STORAGE, AND MEZZANINE ARE NOT INCLUDED ON PARKING CALCULATIONS



SITE PLAN
FIRE STATION NUMBER 4 ADDITION
BLOCK A, LOT 1
2.68 AC. (116,738 S.F.)
LARKIN McCARTY SURVEY, ABSTRACT No. 600
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN OF PROSPER PROJECT DEVAPP-24-0116

OWNER TOWN OF PROSPER 250 W. FIRST ST PROSPER, TEXAS 75078 972-248-2640 BRYAN AUSENBALGH BAUSENBALGH@PROSPERTX.GOV	ARCHITECT BROWN REYNOLDS WATFORD ARCHITECTS 3535 TRAVIS STREET, SUITE 250 DALLAS, TEXAS 75204 PHONE (214) 528-8704 CONTACT CAROL ANN T. KESLER, AIA CKESLER@BRWARCH.COM
SURVEYOR NORTH TEXAS SURVEYING, L.L.C. 1010 W. UNIVERSITY DR. MCKINNEY, TEXAS 75069 PHONE (214) 504-0033 FAX (214) 504-0038 CONTACT MICHAEL ARTHUR MARTHUR@NORTHTXSSURVEYING.COM	ENGINEER URBAN STRATEGY 4222 MAIN STREET DALLAS, TEXAS 75208 (214) 396-2339 TXAS REGISTERED ENGINEER #19-2252 JOHN D. BLACKER JOHN@URBANSTRATEGY.US

September 25, 2024

TEL: 214-396-2339
www.urbanstrategy.us

URBAN STRATEGY
4222 Main Street
Dallas, Texas 75226
Firm Registration #F-2252

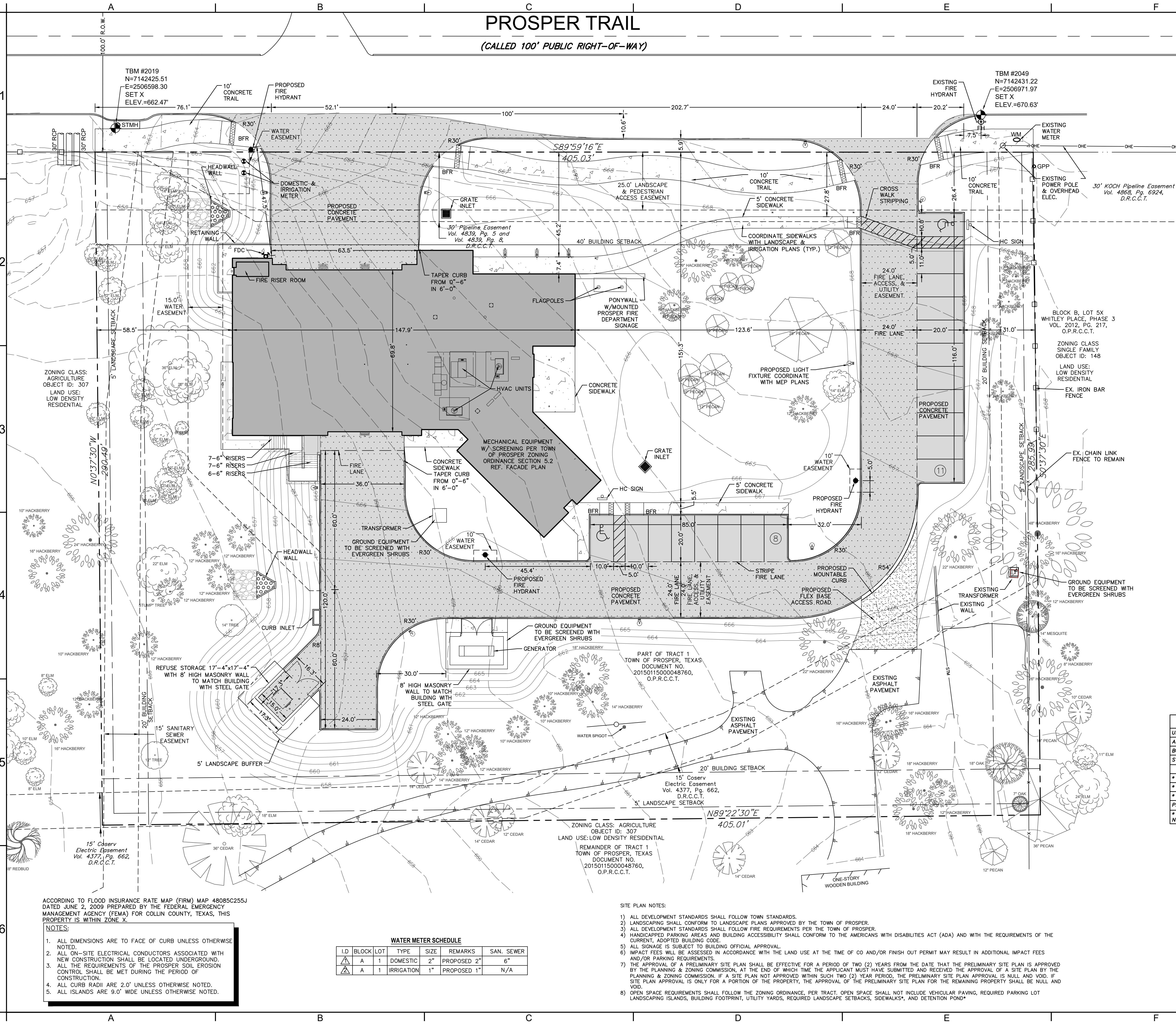
PROFESSIONAL ENGINEER
JOHN D. BLACKER
68300
09/25/2024

FIRE STATION NO. 4
3980 EAST PROSPER TRAIL
LOT 1, BLOCK A
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

SITE PLAN

CLIENT:	BRW
DRAWN BY:	CMT
DESIGNED BY:	CMT
REVIEWER:	JDB
U.S. PROJECT:	234014

SHEET
CO.01



ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP 48085C255J
DATED JUNE 2, 2009 PREPARED BY THE FEDERAL EMERGENCY
MANAGEMENT AGENCY (FEMA) FOR COLLIN COUNTY, TEXAS, THIS
PROPERTY IS WITHIN ZONE X.

- NOTES:**
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
 - ALL ON-SITE ELECTRICAL CONDUCTORS ASSOCIATED WITH NEW CONSTRUCTION SHALL BE LOCATED UNDERGROUND.
 - ALL THE REQUIREMENTS OF THE PROSPER SOIL EROSION CONTROL SHALL BE MET DURING THE PERIOD OF CONSTRUCTION.
 - ALL CURB RADI ARE 2.0' UNLESS OTHERWISE NOTED.
 - ALL ISLANDS ARE 9.0' WIDE UNLESS OTHERWISE NOTED.

WATER METER SCHEDULE

I.D.	BLOCK	LOT	TYPE	SIZE	REMARKS	SAN. SEWER
▲	A	1	DOMESTIC	2"	PROPOSED 2"	6"
▲	A	1	IRRIGATION	1"	PROPOSED 1"	N/A

- 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 AT THE TIME OF CO AND/OR FINISH OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
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 - OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE. PER TRACT, OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPING ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS, AND DETENTION POND.

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DRAWN BY: CMT
LAST MODIFIED BY: ELIO CASTANEDA
LAST MODIFIED ON: 09/25/2024 2:52 PM
PLOT DTD ON: 09/25/2024 10:07 AM

PLOTTED BY: SANTIAGO DURAN
 PLOT DATE: 11/1/2024 9:51 AM
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 LAST SAVED: 11/1/2024 9:26 AM

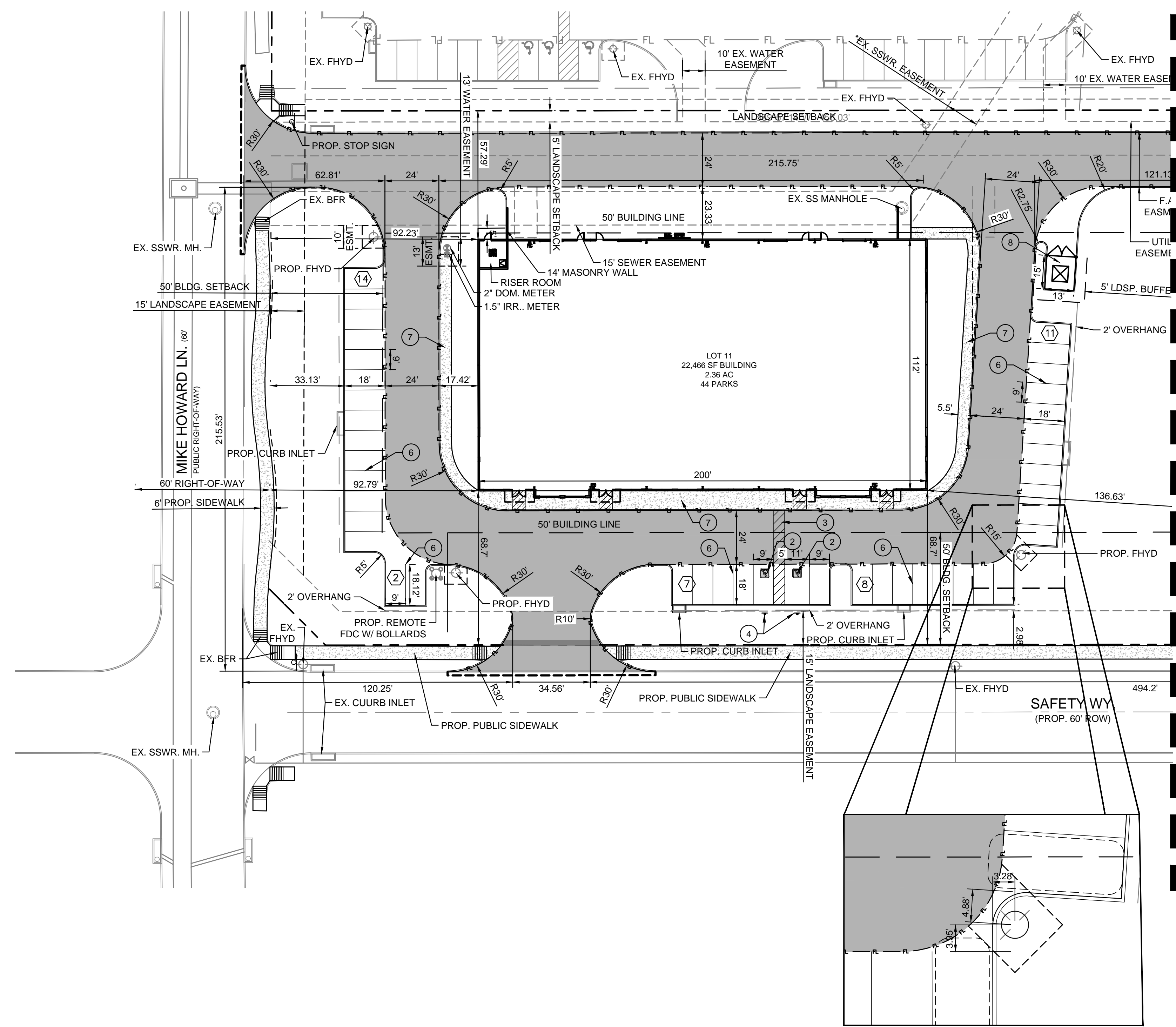
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- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
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BENCHMARKS:
 NO. 1
 "X"-CUT AT THE TERMINUS OF THE EXISTING SIDEWALK ON THE WEST SIDE OF COOK LANE, +/- 1450' SOUTH OF THE CENTERLINE INTERSECTION OF COOK LANE AND PROSPER TRAIL.
 ELEV: 635.56'
 NO. 2
 SQUARE CUT ON THE SOUTH END OF A HEADWALL, ON THE EAST SIDE OF COOK LANE, +/- 1050' SOUTH OF THE CENTERLINE INTERSECTION OF COOK LANE AND PROSPER TRAIL.
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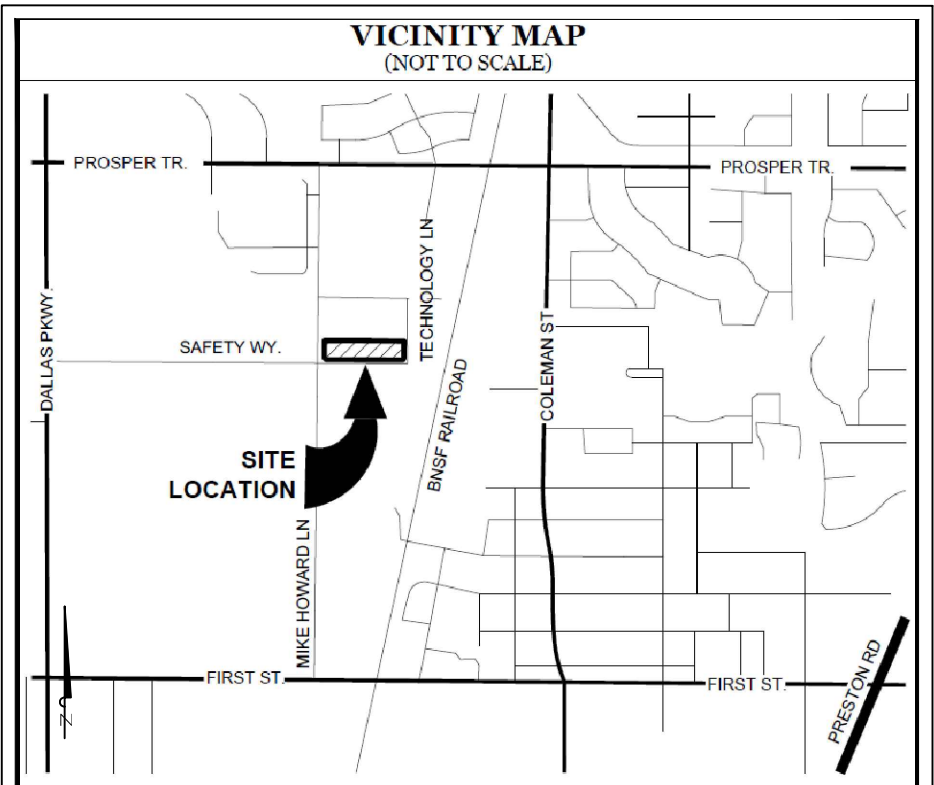
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 2. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
 3. REFER TO ARCHITECTURAL PLANS FOR FENCE AND GATE DETAILS.

WATER METER SCHEDULE						
LOT	SYMBOL	TYPE	SIZE	NO.	WASTEWATER	REMARKS
LOT 9		DOM.	2"	1	6"	PROPOSED
		IRR.	1.5"	1		PROPOSED
LOT 10		DOM.	2"	1	6"	PROPOSED
		IRR.	1.5"	1		PROPOSED
LOT 11		DOM.	2"	1	6"	PROPOSED
		IRR.	1.5"	1		PROPOSED

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				HANDICAP SP.		TOTAL IMPERVIOUS (SQ. FT.)	PARKING LOT LANDSCAPING		OPEN SPACE		INTERIOR LANDSCAPING	
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.	REQ.		PROV.	REQ. (15 SF PER PKNG. SPACE)	PROV.	REQ. (7% SITE AREA), SQ. FT.	PROV. (SQ. FT.)	REQ. (15 SF PER PKNG. SPACE)
9	PD-26	OFFICE (6,012 SF)/ WAREHOUSE (14,027 SF)	1.47	63,938	20,039	26' - 1 STORY	50% MAX	31.3%	0.5:1 MAX	0.079:1	1 SPACE / 350 sf (Office)	33	33	2	2	59,889	94%	495	1,704	4,476	2,345	495	7,497
10	PD-26	OFFICE (8,428 SF)/ WAREHOUSE (19,664 SF)	1.87	81,618	28,092	26' - 1 STORY	50% MAX	34.4%	0.5:1 MAX	0.079:1	1 SPACE / 350 sf (Office)	45	46	2	2	77,369	95%	690	1,860	5,713	2,389	690	7,306
11	PD-26	OFFICE (6,740 SF)/ WAREHOUSE (15,726 SF)	2.36	102,684	22,466	26' - 1 STORY	50% MAX	21.9%	0.5:1 MAX	0.079:1	1 SPACE / 350 sf (Office)	36	42	2	2	80,222	78%	630	1,465	7,188	20,997	660	28,240



MATCH SHEET SP-2



CONSTRUCTION SCHEDULE	
2	PROPOSED HANDICAP SYMBOL
3	PROPOSED PAVEMENT STRIPING
4	PROPOSED HANDICAP SIGN
5	PROPOSED CURB STOP
6	4' PARKING STALL STRIPING COLOR: WHITE (TYP)
7	PROPOSED CONCRETE SIDEWALK
8	DUMPSTER WITH 8 FT MASONRY ENCLOSURE (REFER TO ARCHITECTURAL PLANS FOR DETAILS)

SITE PLAN
 CASE#: DEVAPP-23-0138
 PROSPER BUSINESS PARK, BLOCK B, LOTS 9-11

OWNER:
 CROSSLAND TEXAS INDUSTRIAL
 861 N. COLEMAN ST
 PROSPER, TX 75078
 PH: 972.347.5659
 CONTACT NAME: ROCKY HUSSMAN

APPLICANT/ENGINEER:
 CLAYMOORE ENGINEERING, INC.
 1903 CENTRAL DRIVE, SUITE #406
 BEDFORD, TX 76021
 PH: 817.281.0572
 CONTACT NAME: DREW DONOSKY

ARCHITECT:
 ALLIANCE ARCHITECTS
 1600 N. COLLINS BLVD. STE #1000
 RICHARDSON, TX 75080
 PH: 972.233.0400
 CONTACT NAME: ZACH WELDY

LEGAL DESCRIPTION:
 PROSPER BUSINESS PARK, BLOCK B, LOTS 9-11

CITY: TOWN OF PROSPER
STATE: TEXAS

COUNTY: COLLIN
SURVEY: COLLIN COUNTY SCHOOL
ABSTRACT NO.: 147

TEXAS FIRM #14190

CLAYMOORE ENGINEERING
 1903 CENTRAL DRIVE, SUITE #406
 BEDFORD, TX 76021
 PHONE: 817.281.0572
 WWW.CLAYMOOREENGINEERING.COM

STATE OF TEXAS
 DREW DONOSKY
 123651
 LICENSED PROFESSIONAL ENGINEER
 11/1/2024

**PROSPER BUSINESS PARK
 PHASE 6
 PROSPER, TX**

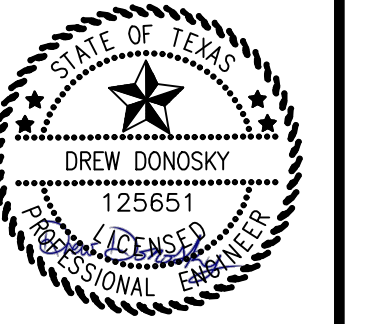
NO.	DATE	REVISION	RDS	BY
1	7/23/2024	CORRECTED FEE		

SITE PLAN (1 OF 2)

DESIGN: RS
 DRAWN: CWP
 CHECKED: ASD
 DATE: 10/31/2024

SHEET
SP-1

CM File No: 2023-054

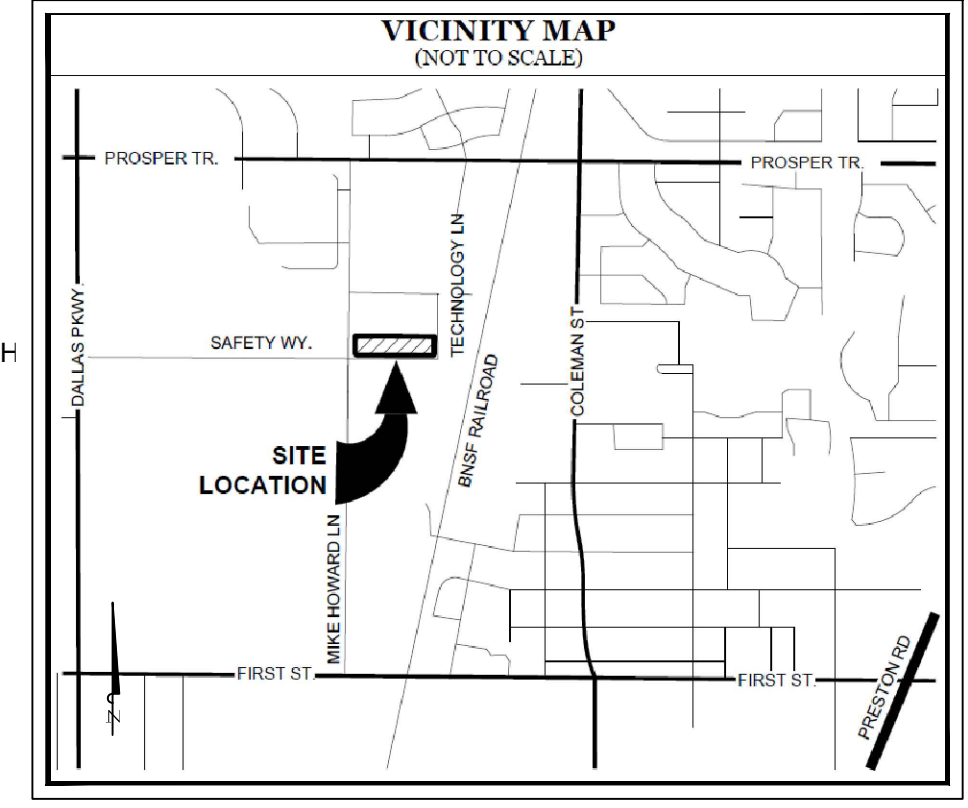
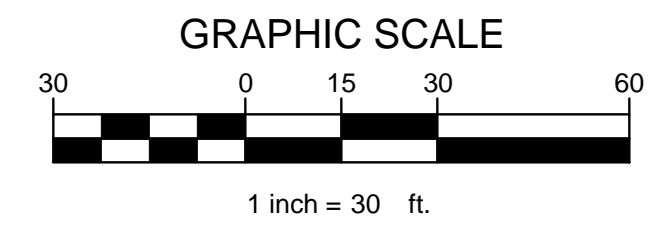
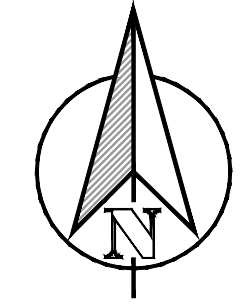


**PROSPER BUSINESS PARK
 PHASE 6
 PROSPER, TX**

SITE PLAN (2 OF 2)

DESIGN: RS
 DRAWN: CWP
 CHECKED: ASD
 DATE: 10/31/2024
**SHEET
 SP-1**

CM File No: 2023-054



CONSTRUCTION SCHEDULE	
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**SITE PLAN
 CASE#: DEVAPP-23-0138**
 PROSPER BUSINESS PARK, BLOCK B, LOTS 9-11

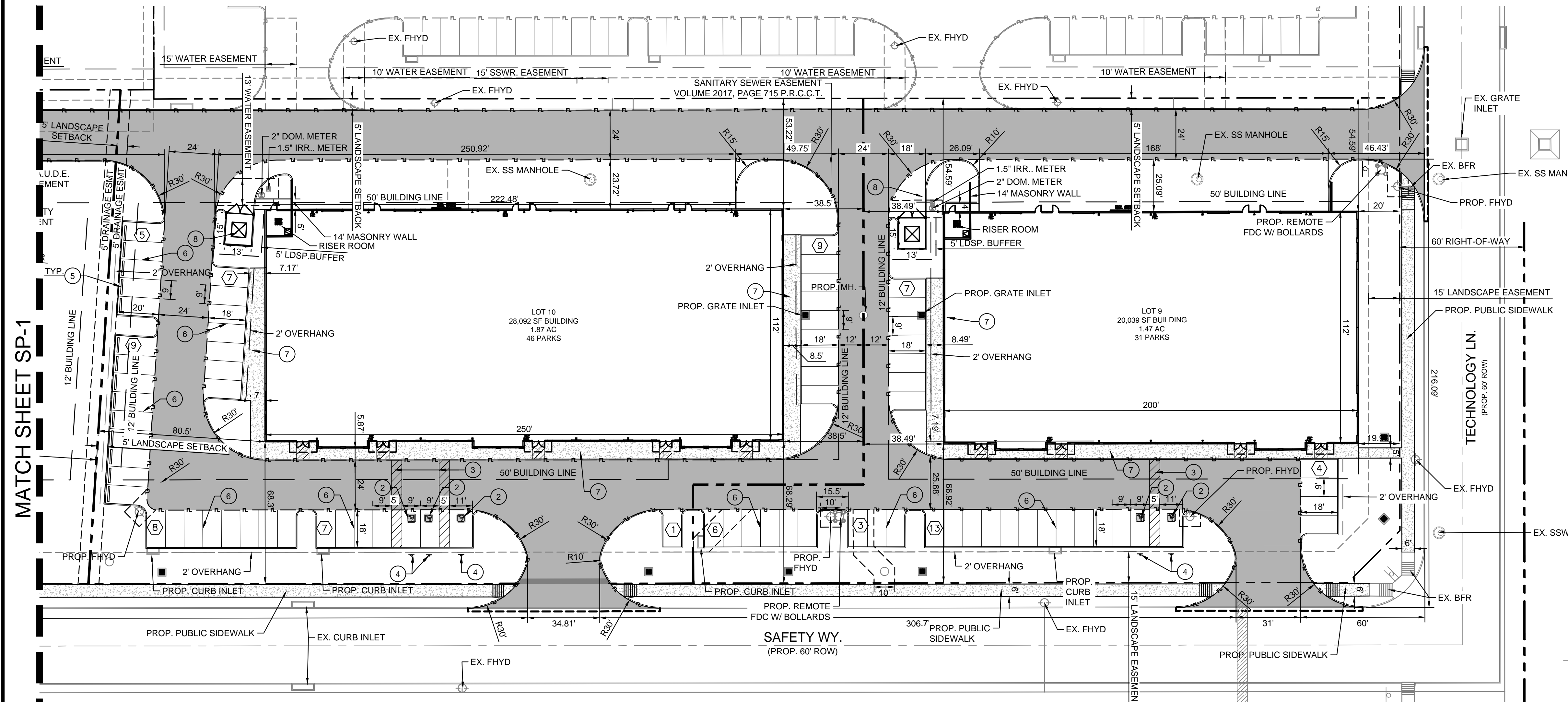
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LEGAL DESCRIPTION:
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CITY: TOWN OF PROSPER STATE: TEXAS
 COUNTY: COLLIN SURVEY: COLLIN COUNTY SCHOOL ABSTRACT NO. 147



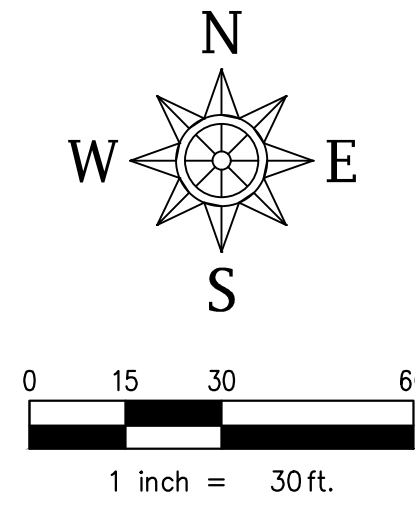
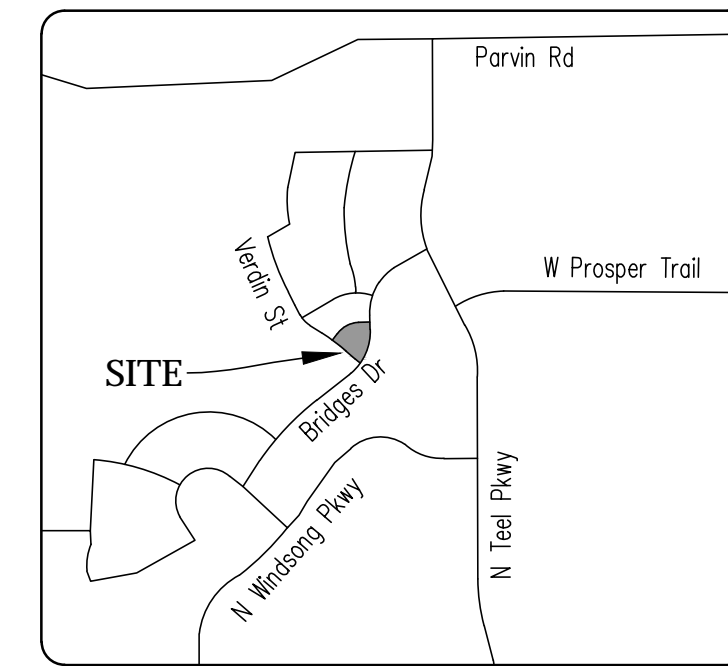
MATCH SHEET SP-1

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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				HANDICAP SP.		TOTAL IMPERVIOUS (SQ. FT.)	PARKING LOT LANDSCAPING		OPEN SPACE		INTERIOR LANDSCAPING	
							REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.		REQ.	PROV.	REQ.	PROV.		
							REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.		REQ.	PROV.	REQ.	PROV.		
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PLOTTED BY: SANTIAGO DURAN
 PLOT DATE: 11/1/2024 9:52 AM
 LOCATION: Z:\PROJECTS\PROJECTS\2023-054 CROSSLAND PHASE 6\CADD\SHEETS\SITE PLAN\SP-1 SITE PLAN (2 OF 2).DWG
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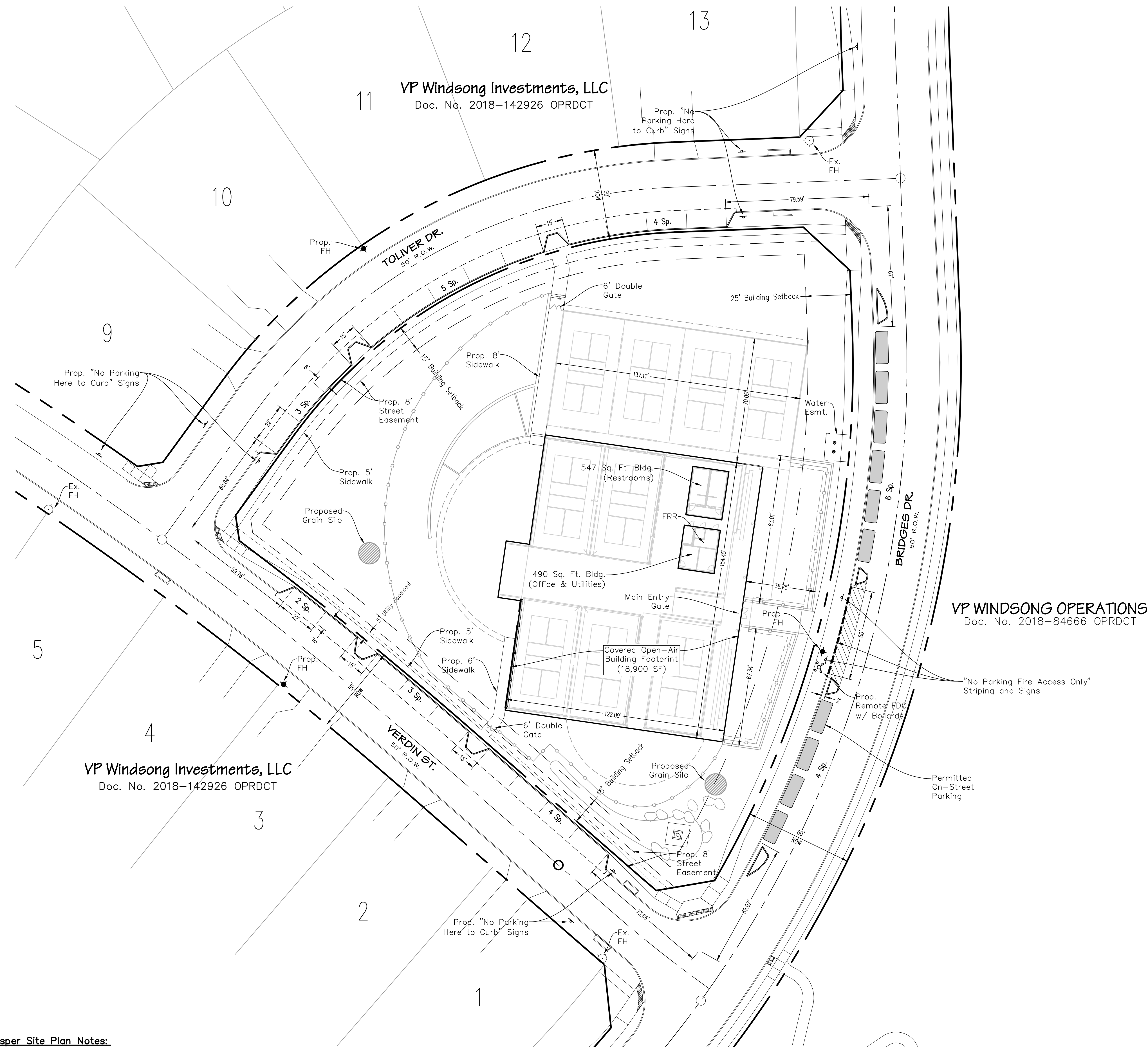
VICINITY MAP
N.T.S.

SITE DATA SUMMARY TABLE -- LOT 3, BLOCK X

Zoning	PD-40 SF
Proposed Use	Amenity Center
Lot Area	1,886 Ac. (82,170 Sq. Ft.)
Building Area	18,900 Sq. Ft. (Court Pavilion)
	1,037 Sq. Ft. (Internal Buildings)
Building Height	1-Story, 31'-10" (Pavilion)
Lot Coverage	41.53%
Floor Area Ratio	0.415:1
Parking Required	31 Sp.
Total Parking Provided	31 Sp. (On-Street)
Parking Lot Landscaping Required	20 Sq. Ft./Sp. = 20 Sq. Ft. * 23 Sp. = 460 Sq. Ft.
Parking Lot Landscaping Provided	2,514 Sq. Ft.
Total Impervious Area	38,710 Sq. Ft.
Required Open Space Area	7% = 5,752 Sq. Ft.
Provided Open Space Area	24, 700 Sq. Ft.

LEGEND

- 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SPIARSEN" SET, UNLESS OTHERWISE NOTED.
- POWER POLE
- ⊕ LIGHT POLE/STANDARD
- ⊙ GUY WIRE ANCHOR
- ⊙ BOLLARD
- ⊙ SIGNPOST
- OE— OVERHEAD POWER LINE
- CM— CONTROL MONUMENT
- FRR FIRE RISER ROOM
- ⊕ PROPOSED FIRE HYDRANT
- ⊙ EXISTING FIRE HYDRANT
- PROPOSED WATER METER



VP Windsong Investments, LLC
Doc. No. 2018-142926 OPRDCT

VP WINDSONG OPERATIONS
Doc. No. 2018-84666 OPRDCT

Town of Prosper 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 approval is 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.

Water Meter & Sewer Schedule

I.D.	Type	Size	No.	Sewer
①	Dom.	2"	1	6"
②	Irr.	1.5"	1	—

General Notes:

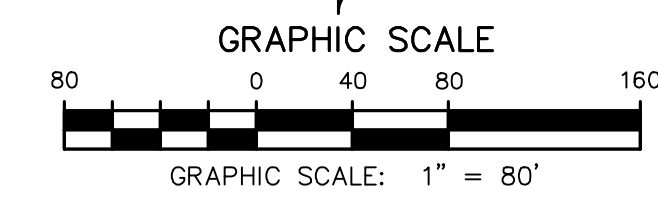
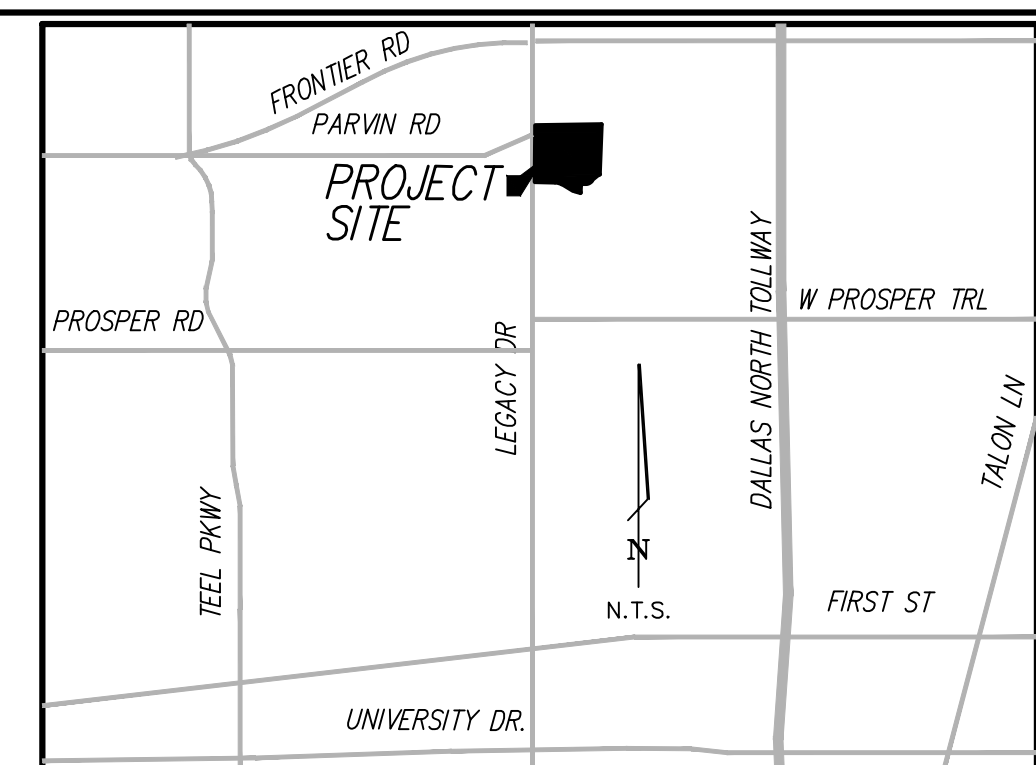
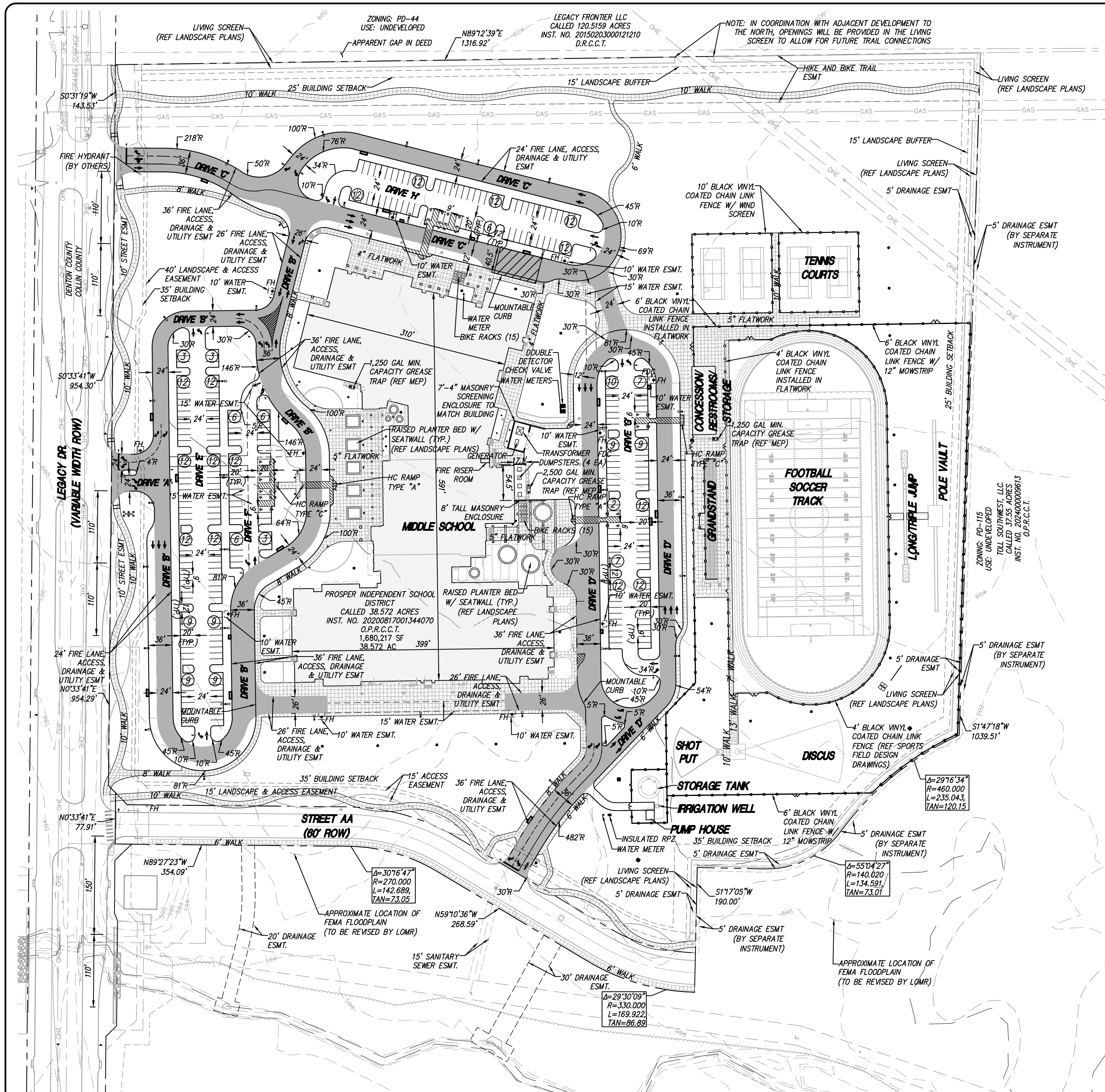
- All dimensions are to face of curb or edge of building unless otherwise noted.
- Ref. Landscape Plans for all wall heights and types.
- The entire covered pavilion to be equipped with sprinkler protection and a fire alarm.
- No fire pits or grills permitted under pavilion structure.

SITE PLAN
WINDSONG RANCH AMENITY CENTER 4
 WINDSONG RANCH PHASE 6E ADDITION
 BLOCK X, LOT 3
 82,170 Sq. Ft./1,886 Acres
 Town Case #: DEVAPP-24-0018

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

OWNER/DEVELOPER
 VP Windsong Operations LLC
 103 N. Preston Road, Suite 130
 Prosper, TX 75078
 Telephone: (469) 532-0681
 Contact: Craig Martin

Drawn by: C:\2023_08\23_020_Windsong_Amenity_Center_4\CAD\Site_Plan.dwg Saved By: jlehman Save Time: 10/31/2024 3:30:35 PM Printed by: jlehman Plot Date: 10/31/2024 9:28 PM



SITE DATA SUMMARY

EXISTING ZONING:	PD-63, SF-15
PROPOSED USE:	MIDDLE SCHOOL
GROSS LOT AREA:	36.919 ACRES (1,608,201 SF)
BUILDING AREA:	214,926 SF (SCHOOL ONLY)
NET LOT AREA:	32,000 ACRES (1,393,905 SF)
HEIGHT:	40'-0" (2 STORIES)
LOT COVERAGE RATIO:	13.84%
FLOOR AREA RATIO:	17.24%
TOTAL IMPERVIOUS AREA:	755,493 SF (17.34 AC) 44.96%
REQUIRED PARKING:	279 SPACES
(1.5 SPACES PER CLASSROOM PLUS 1 SPACE PER 5 STUDENTS OR 1:4 FOR ASSEMBLY AREAS)	
50 CLASSROOMS X 1.5 SPACES PLUS 1 PER 5 STUDENTS	275 SPACES
GRANDSTAND (1,114 SEATS)	279 SPACES
REQUIRED HANDICAP SPACES:	12 SPACES
TOTAL PROVIDED PARKING:	310 SPACES
STANDARD SPACES: (9'x20')	296 SPACES
HANDICAP SPACES:	14 SPACES
INTERIOR LANDSCAPE REQUIRED:	4,650 SF
INTERIOR LANDSCAPE PROVIDED:	54,820 SF
OPEN SPACE REQUIRED (%):	10% (155,190 SF)
OPEN SPACE PROVIDED (%):	48% (758,055 SF)

LEGEND

- PROPOSED FIRE LANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- EXISTING STORM DRAIN LINE
- EXISTING SAN SEWER MANHOLE

FEMA NOTES

- SITE DRAINS TO DOE BRANCH. NO DETENTION REQUIRED.
- ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) PANEL 48085C0115J DATED JUNE 2, 2009 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), A PORTION OF THE PROPERTY LIES WITHIN ZONE "AE", WHILE THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE "X".
- A LOMR WILL BE FILED WITH FEMA TO MITIGATE THE PORTION OF PROPERTY SHOWN TO LIE WITHIN ZONE "A"

WATER METER TABLE

FACILITY	SIZE
MIDDLE SCHOOL	1-4"
IRRIGATION STORAGE TANK	1-2"
FOOTBALL CONCESSION	1-2"
STORM SHELTER	1-2"

NOTES

- MECHANICAL HVAC UNITS LOCATED ON ROOF OF MAIN BUILDING AND SCREENED BY PARAPET WALL (REF FACADE PLAN).
- TRANSFORMER SCREENING WALL HEIGHT WILL BE GREATER THAN HEIGHT OF TRANSFORMER AND PAD.

BUILDING AREA SUMMARY

BUILDING AREA:	
MIDDLE SCHOOL:	214,926 SF (TOTAL) (1ST FLOOR = 156,700 SF, 2ND FLOOR = 62,013 SF)
CONCESSION/RESTROOM:	3,721 SF
PUMP HOUSE:	181 SF
TOTAL BUILDING AREA:	222,620 SF

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.

- 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.
- LANDSCAPING SHALL NOT INTERFERE WITH OR OTHERWISE IMPAIR ACCESS AND IS SUBJECT TO REVIEW AND APPROVAL OF THE FIRE MARSHAL, TREES AND OTHER OBSTRUCTIONS ARE NOT PERMITTED IN THE AREAS WITH THE APPROVED STRATEGIC ACCESS POINTS (SAP).

OWNER/APPLICANT:
 PROSPER I.S.D.
 605 E. SEVENTH STREET
 PROSPER, TEXAS 75078
 PHONE: 469.219.2000
 CONTACT: DR. GREG BRADLEY

ARCHITECT:
 HUCKABEE, INC.
 801 CHERRY STREET, STE 500
 FORT WORTH, TX 76102
 817.377.2969
 CONTACT: ZEPHYR HUDGINS, AIA

ENGINEER:
 TEAGUE NALL & PERKINS, INC.
 825 WATTERS CREEK BLVD., STE. M300
 ALLEN, TEXAS 75013
 214.396.9564
 CONTACT: JOEL M. RICHEY, P.E.

SURVEYOR:
 TEAGUE NALL & PERKINS, INC.
 825 WATTERS CREEK BLVD., STE. M300
 ALLEN, TEXAS 75013
 214.461.9918
 CONTACT: BRIAN J. MADDOX II, R.P.L.S.

LANDSCAPE ARCHITECT:
 TEAGUE NALL & PERKINS, INC.
 5237 N RIVERSIDE DRIVE, SUITE 100
 FORT WORTH, TEXAS 76137
 817.336.5773
 CONTACT: WILLIAM H. SMITH, R.L.A.

SITE PLAN
PROSPER MIDDLE SCHOOL No. 7
PROSPER MIDDLE SCHOOL LEGACY GARDENS
BLOCK A, LOT 1
36.919 ACRES
COLLIN COUNTY SCHOOL LAND SURVEY,
ABSTRACT NO. 147
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

DATE PREPARED: OCTOBER 29, 2024
TOWN CASE DEVAPP-24-0102

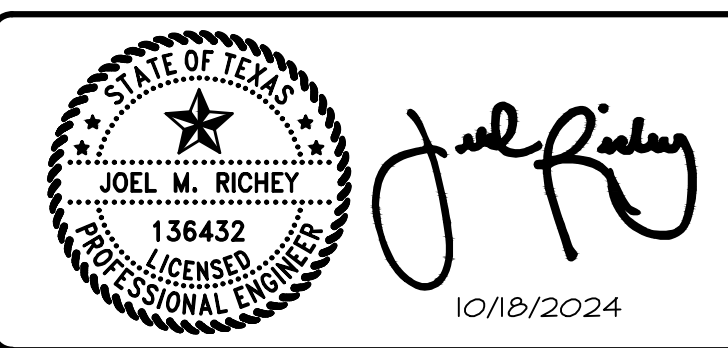
no.	revision	by	date



scale	1"=80'
horiz	N/A
vert	N/A
date	OCT 2024



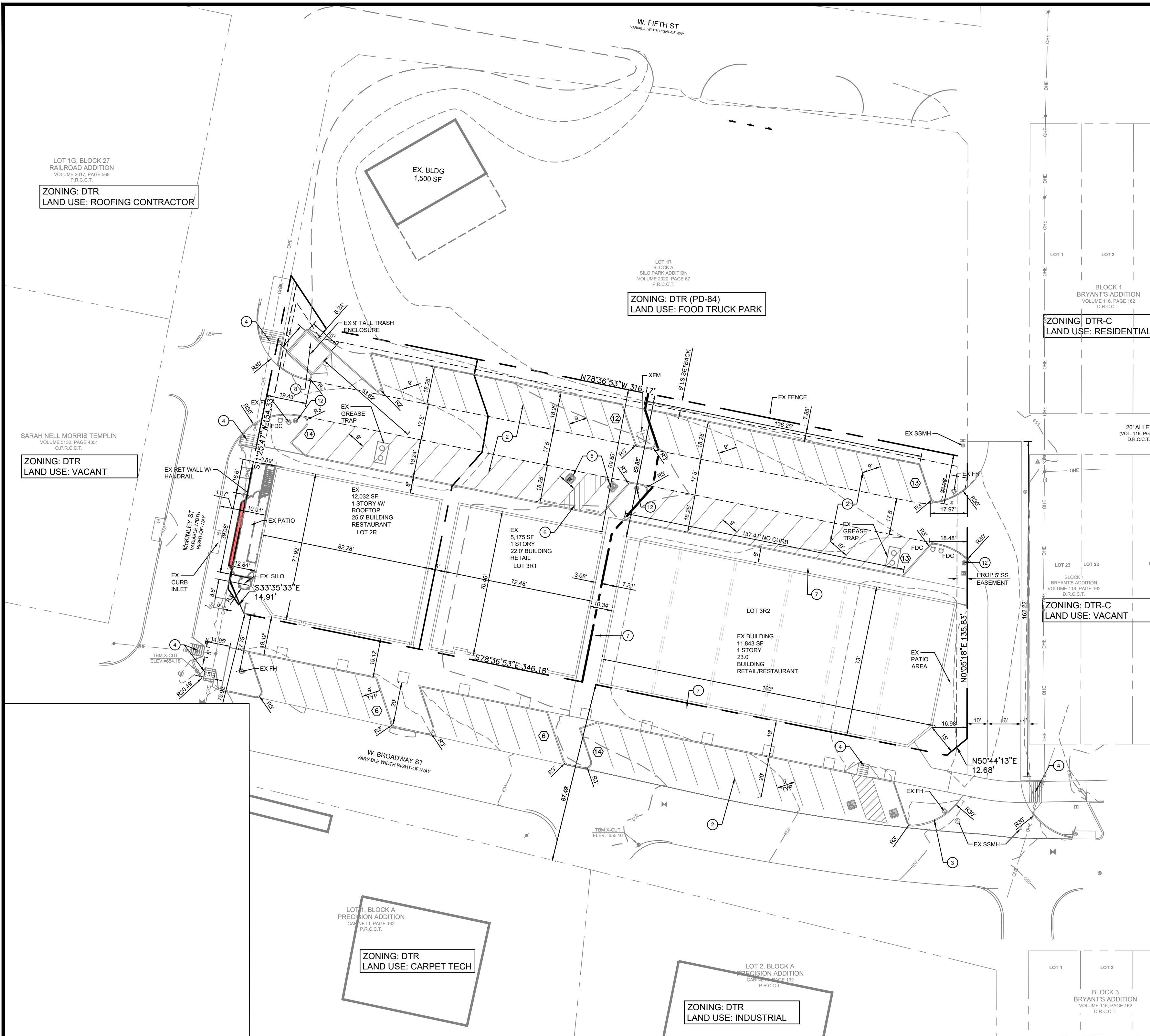
teague nall & perkins
 5237 N. Riverside Drive, Suite 100
 Fort Worth, Texas 76137
 817.336.5773 ph 817.336.2813 fx
 TBPE Registration No. F-230
 www.tnpsc.com



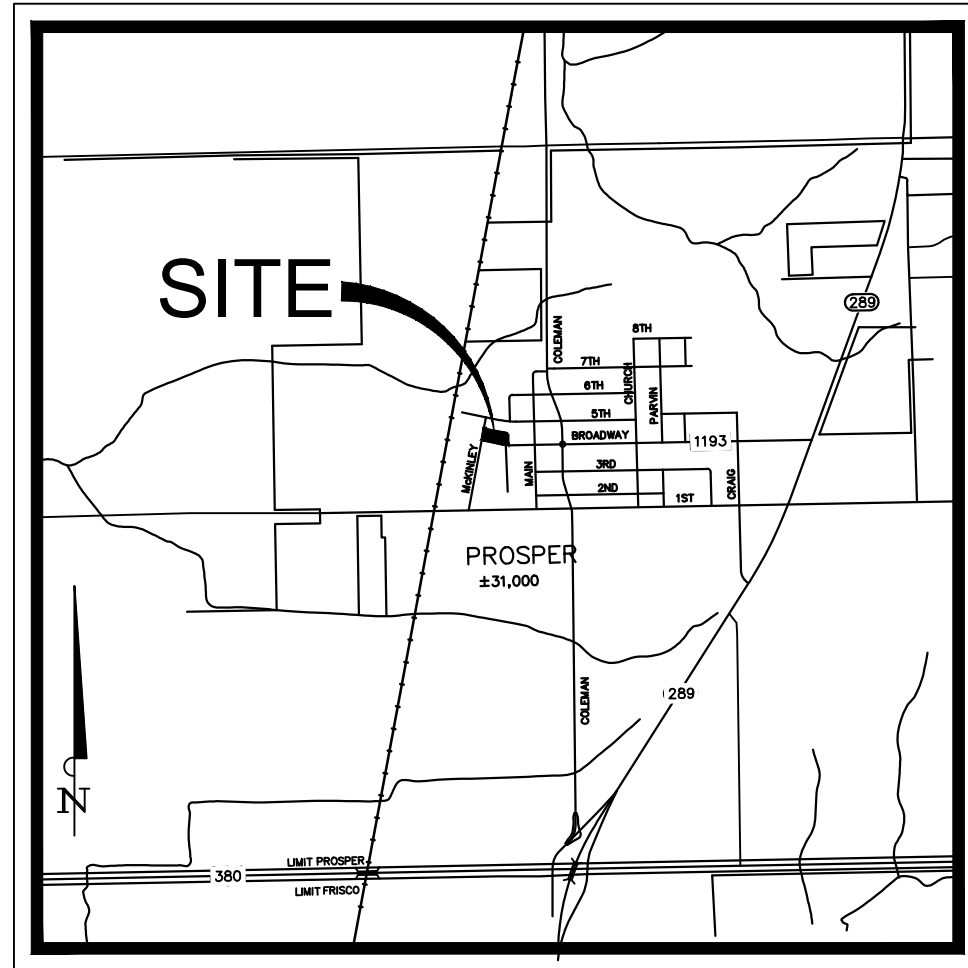
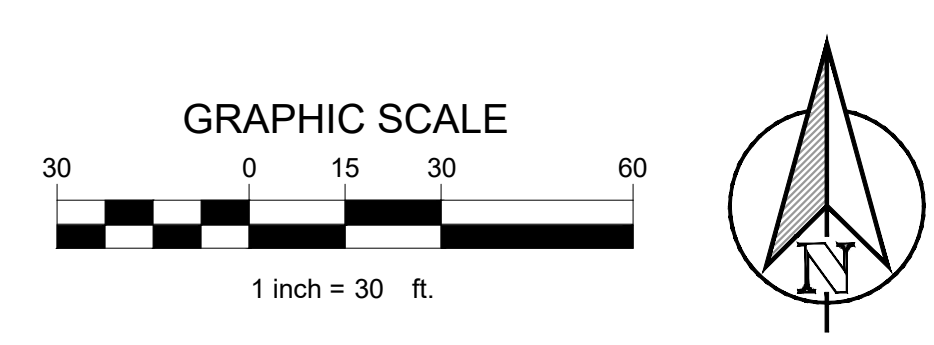
Town of Prosper, Texas
 Prosper Independent School District
New Middle School No. 7
TOWN SITE PLAN

tnp project
 HUC24057
 sheet
C1.08

PLOTTED BY: RECIFE SMITH 5:49 PM
 PLOT DATE: 10/23/2024 5:49 PM
 LOCATION: Z:\PROJECTS\PROJETS\2021-056 BOREA BROADWAY RETAIL\CADD\SHEETS\PHASE 2\SP-1 SITE PLAN.DWG
 LAST SAVED: 10/18/2024 2:03 PM



- TOWN OF PROSPER 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.
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LEGEND

	PROPOSED CONCRETE SIDEWALK
	PARKING COUNT
	TRANSFORMER

METER TABLE

	DOMESTIC METER
--	----------------

GENERAL SITE PLAN NOTES:

- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.
- REFER TO ARCHITECTURAL PLANS FOR FENCE AND GATE DETAILS.

CONSTRUCTION SCHEDULE

2	4" PARKING STALL STRIPING COLOR: WHITE (TYP)
3	CURB & GUTTER
4	PROPOSED PEDESTRIAN RAMP
5	HANDICAP SYMBOL
6	PAVEMENT STRIPING
7	PROPOSED SIDEWALK
8	PROPOSED TRASH ENCLOSURE
9	PROPOSED SERVICE RAMP

SITE DATA SUMMARY

LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG. HGT. (FT)	LOT COVERAGE		FLR AREA RATIO		PARKING			HANDICAP SP.		TOTAL IMPERVIOUS (SQ FT)		LANDSCAPING		OPEN SPACE		
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.	REQ.	PROV.	REQ. (15 SF PER PARKING SPACE)	PROV.	PROV.		
3R2	DTR	RETAIL RESTAURANT	0.56	24,759	RETAIL: 7,921 RESTAURANT: 3,922	1 STORY (23')	50% MAX	47.8%	0.4:1 MAX	0.48	RETAIL: 1 / 250 SF RESTAURANT: 1 / 100 SF	32 40	26	2	2	21,998	89%	390	2,761	1,754		
											TOTAL:	72										
											NOTE: DTR ZONING ALLOWS FOR 50% REDUCTION IN PARKING	36										
3R1	DTR	RETAIL	0.27	11,410	RETAIL: 5,175	1 STORY (22')	50% MAX	45.4%	0.4:1 MAX	0.45	RETAIL: 1 / 250 SF	21	13	2	2	10,421	91%	195	989	0		
											TOTAL:	21										
											NOTE: DTR ZONING ALLOWS FOR 50% REDUCTION IN PARKING	11										

REVISIONS:
- PREVIOUS LOT 3R IS BEING DIVIDED INTO TWO LOTS

SITE PLAN
1.16 AC
SILO PARK ADDN, BLOCK A, LOT 3R1, 3R2

CASE #: DEVAPP-24-0104

OWNER:
BROADWAY RETAIL PARTNERS, LP
1061 N. COLEMAN ST
PROSPER, TX 75078
PH: 972.347.9900
CONTACT NAME: LUKE BROWN

APPLICANT/ENGINEER:
CLAYMOORE ENGINEERING, INC.
1903 CENTRAL DRIVE, SUITE #406
BEDFORD, TX 76021
PH: 817.281.0572
CONTACT NAME: MATT MOORE

SURVEYOR:
EAGLE SURVEYING, LLC
210 SOUTH ELM STREET, SUITE 104
DENTON, TX 76201
PH: 940.222.3009
CONTACT NAME: DAN RICK

LEGAL DESCRIPTION:
0.83 ACRES OF LAND OUT OF THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NUMBER 147, SITUATED IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, BEING ALL OF LOT 3R, BLOCK A, SILO PARK 2ND ADDITION, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 2023251 OF THE PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A TRACT OF LAND CONVEYED TO BROADWAY RETAIL PARTNERS, LP BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NUMBER 2022000143761 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS.

CITY: TOWN OF PROSPER **STATE:** TEXAS

COUNTY: COLLIN **SURVEY:** COLLIN COUNTY SCHOOL **ABSTRACT NO.:** 147

TEXAS REGISTRATION #14199

CLAYMOORE ENGINEERING

1105 OBER SPARGER RD, SUITE #1
COLLEENVILLE, TX 76034
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

STATE OF TEXAS

DREW DONOSKY
125651
LICENSED PROFESSIONAL ENGINEER

Drew Donosky

10/24/2024

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

NO.	DATE	REVISION	BY

SITE PLAN

DESIGN: ASD
DRAWN: RDS
CHECKED: ASD
DATE: 06/01/2021

SHEET SP-1

File No. 2021-056



TBG
landscape architects, planners & designers
2001 bryan street
suite 1450
dallas, tx 75201
[214] 744-0757
tbgpartners.com



2024-10-25

project
neighborhood
park 3

construction document package

Tellus Group
Prosper, Texas

project number
D21119

issue date
October 4, 2024

designed: lw
drawn: lw/jt/lf
reviewed: jh/mm

sheet title
site plan

sheet
LSP 1.01

NOTE: NO FIRE PITS OR GRILL AREAS
CAN BE ON THE SITE WITH THE
APPROVAL OF THE FIRE MARSHAL.

PHASE 6D

LAVINA LN.

MILL POND DR.

PHASE 6B

SANDHILLS LN.

PHASE 7B

PHASE 7B

SITE DATA SUMMARY TABLE

GENERAL SITE DATA	
ZONING (FROM ZONING MAP)	PD-40(5F)
PROPOSED USE	TOWN PARK
LOT AREA (SQUARE FEET AND ACRES)	334,323 S.F. (7.675 ACRES)
BUILDING AREA *	
BUILDING AREA (SQUARE FEET)	N/A
BUILDING HEIGHT (FEET/ NUMBER OF STORIES)	N/A
LOT COVERAGE (SQUARE FEET)	N/A
FLOOR AREA RATION	N/A
PARKING	
REQUIRED PARKING (#SPACES)	N/A
PROVIDED PARKING (#SPACES)	7
ACCESSIBLE PARKING REQUIRED (#SPACES)	1
ACCESSIBLE PARKING PROVIDED (#SPACES)	1
IMPERVIOUS AREA	
INTERIOR LANDSCAPE REQUIRED	N/A
INTERIOR LANDSCAPING PROVIDED/ PERVIOUS AREA	143,506 S.F.
TOTAL IMPERVIOUS AREA (SQUARE FEET)	17,867 S.F.
OPEN SPACE	
OPEN SPACE REQUIRED	N/A

TREE MITIGATION	
CALIPER INCHES REMOVED:	146.75
CALIPER INCHES PROTECTED:	548.4
TREE CREDITS ISSUED:	102 x 3 = 306'
FINAL TREE CREDIT BALANCE:	+ 159.25'

SITE PLAN NOTES:

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LEGEND:

- G.S.F. - GROSS SQUARE FEET
- S.F. - SQUARE FEET

PROJECT INFORMATION

SUBDIVISION NAME: WINDSONG RANCH,
PHASE 7B
LOT & BLOCK NUMBER: BLOCK E, LOT 12 (PARK)
ACREAGE LOT 7.675 ACRES. (334,323 S.F.)

SITUATED IN:
L. NETHERLY SURVEY ABST. 962 &
J. TETTER SURVEY ABST. 1262
TOWN OF PROSPER, DENTON COUNTY, TEXAS

OWNER/APPLICANT: VP WINDSONG OPERATIONS LLC
130 N PRESTON RD STE 130
PROSPER, TX 75078-9800
CONTACT: KURT BEILHARZ
PHONE: 469.532.0689

ENGINEER: SPIARS ENGINEERING
765 CUSTER ROAD SUITE 100
PLANO, TX 75075
PHONE: 972.422.0077

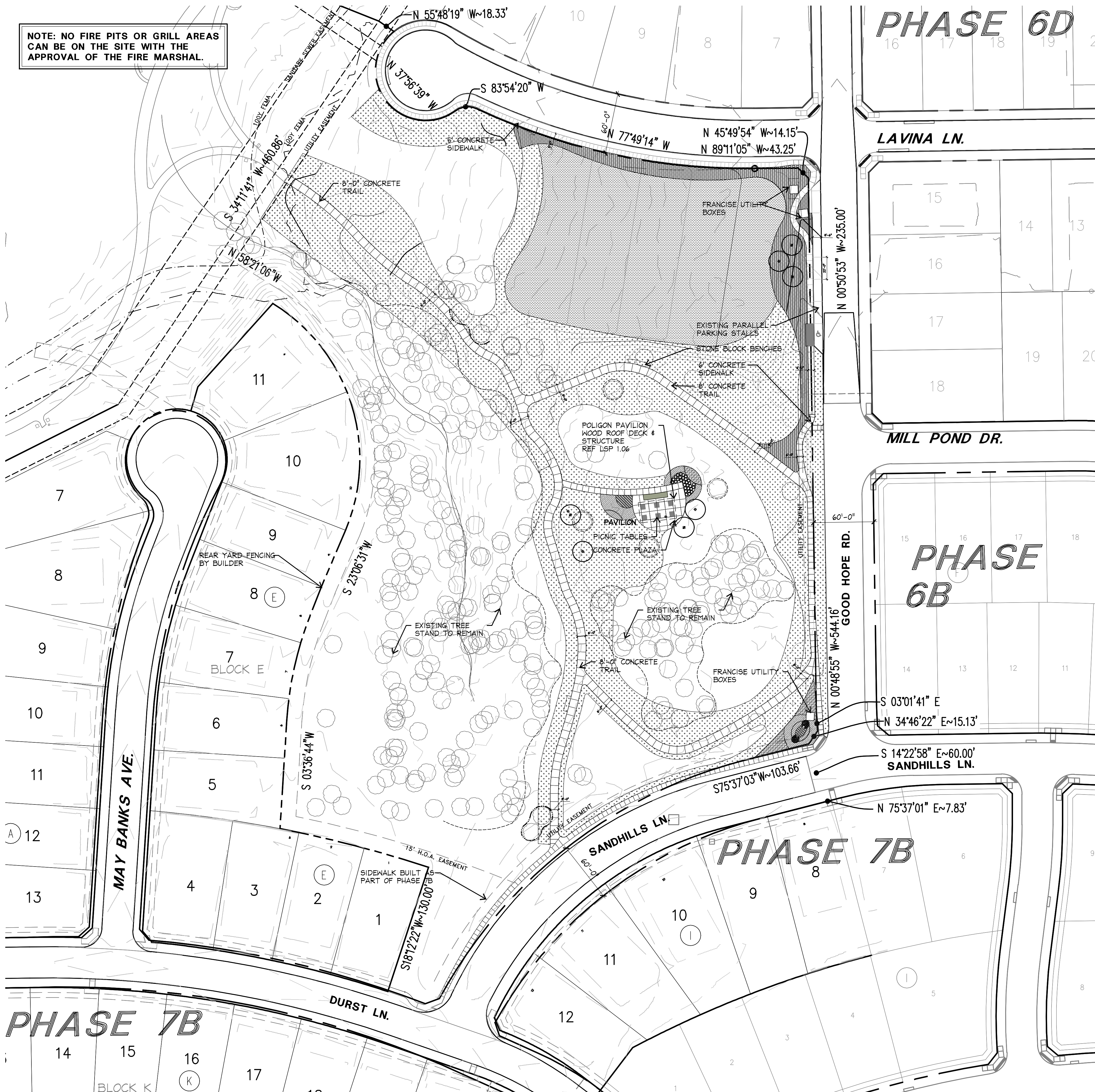
LOCATION MAP



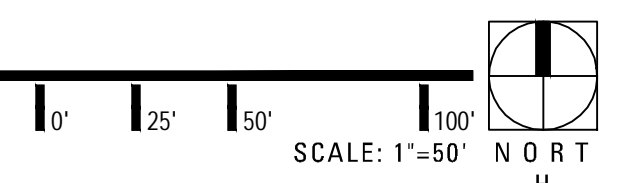
PROJECT NAME:
NEIGHBORHOOD PARK 3

TOWN PROJECT
NUMBER:
DEVAPP-24-0105

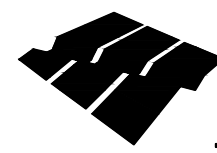
DATE PREPARED:
SEPTEMBER 5, 2024



Overall Site Plan



P:\D - Windsong Ranch\02 D21119 - Neighborhood Park 3\03 Development\04 Contract Documents\04 CAD\02 Sheets\07-LSP\021119-L1.01.dwg | ARCH Full Bleed D (36.00 X 24.00 Inches)



TBG

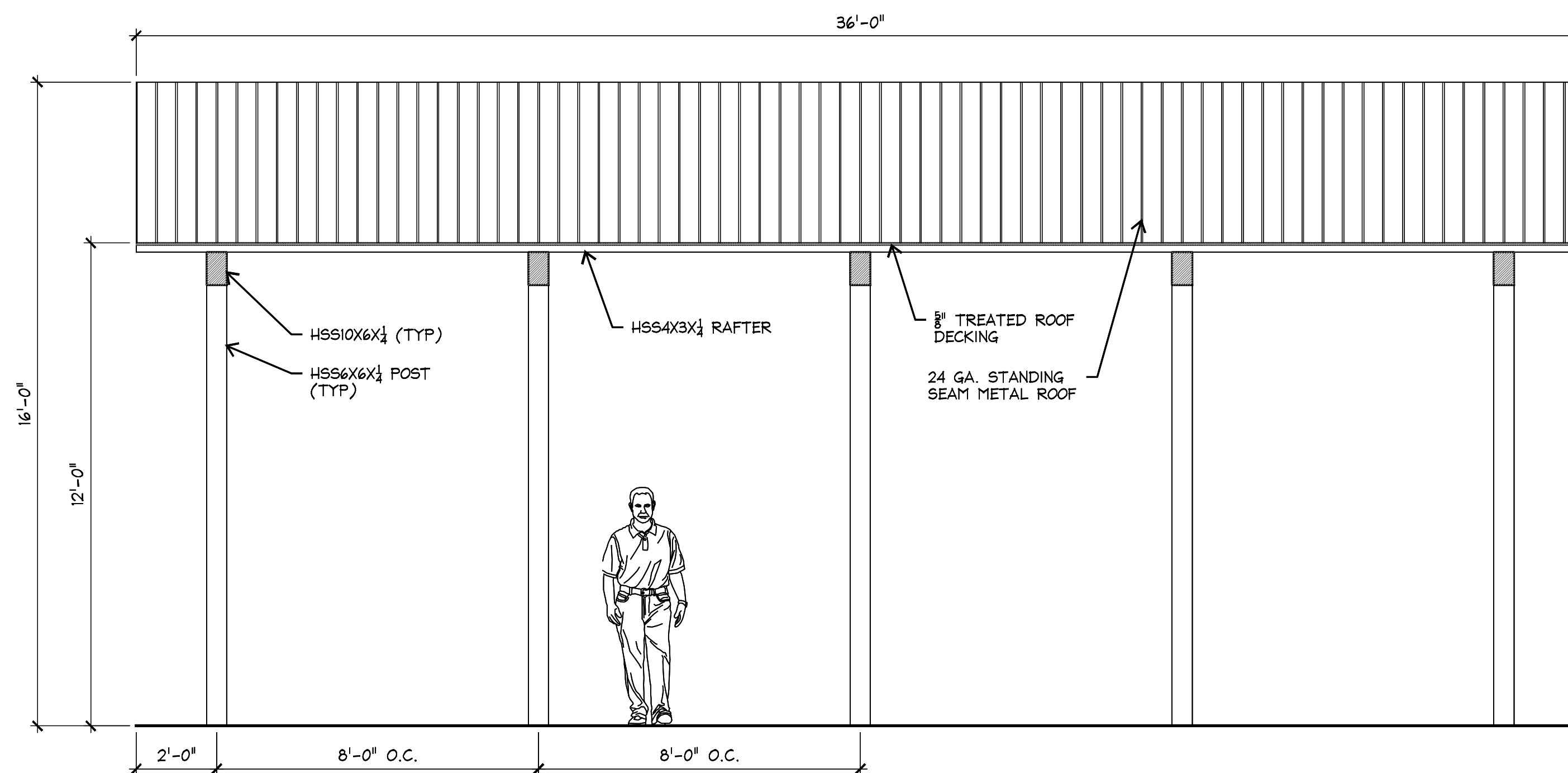
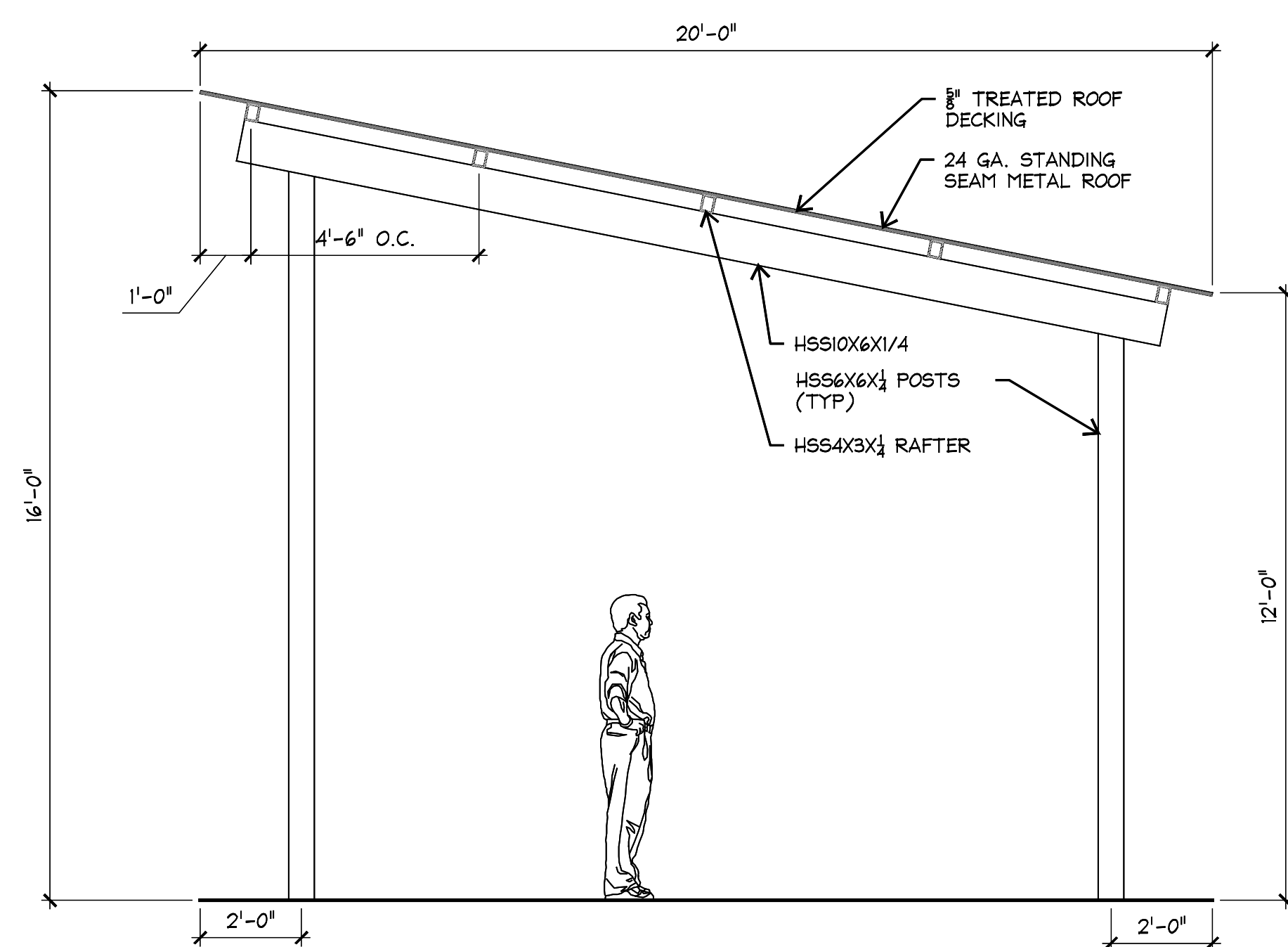
landscape architects, planners & designers

2001 bryan street
suite 1450
dallas, tx 75201

[214] 744-0757
tbgpartners.com



2024-10-25



1 Pavilion Detail

SCALE: 3/8"=1'-0"

project
neighborhood park 3

construction document package

Tellus Group
Prosper, Texas

project number
D21119

issue date
October 4, 2024

designed: lw
drawn: lw jg tl lf
reviewed: jh mm

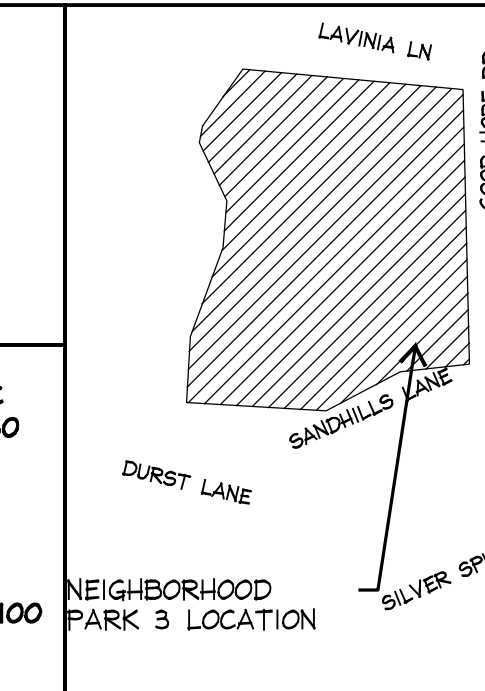
PROJECT INFORMATION

SUBDIVISION NAME: WINDSONG RANCH,
PHASE 7B
LOT & BLOCK NUMBER: BLOCK E, LOT 12 (PARK)
ACREAGE LOT 7.675 ACRES. (334,323 S.F.)
SITUATED IN:
L. NETHERLY SURVEY ABST. 962 &
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ENGINEER:
SPIARS ENGINEERING
765 CUSTER ROAD SUITE 100
PLANO, TX 75075
PHONE: 972.422.0077

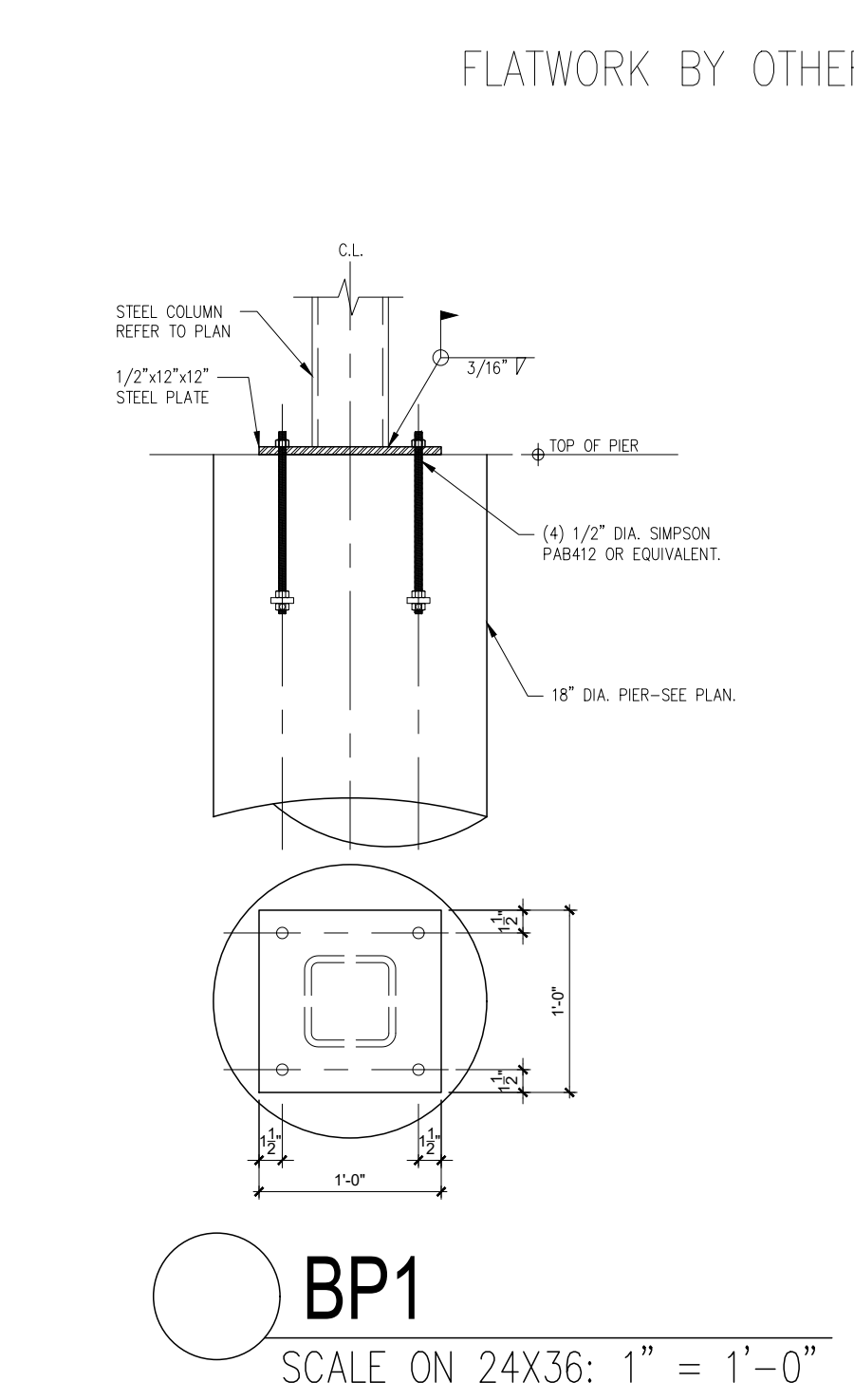
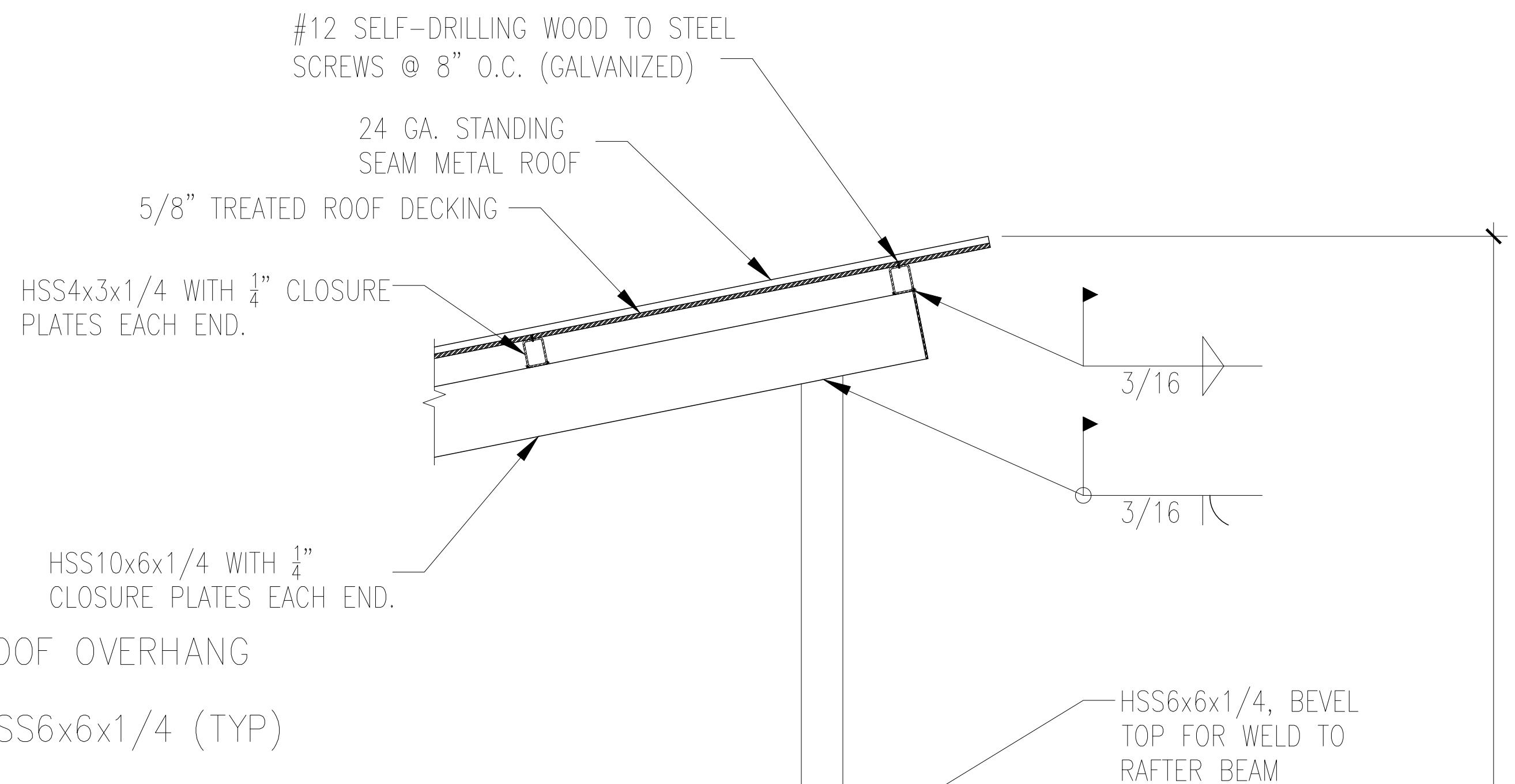
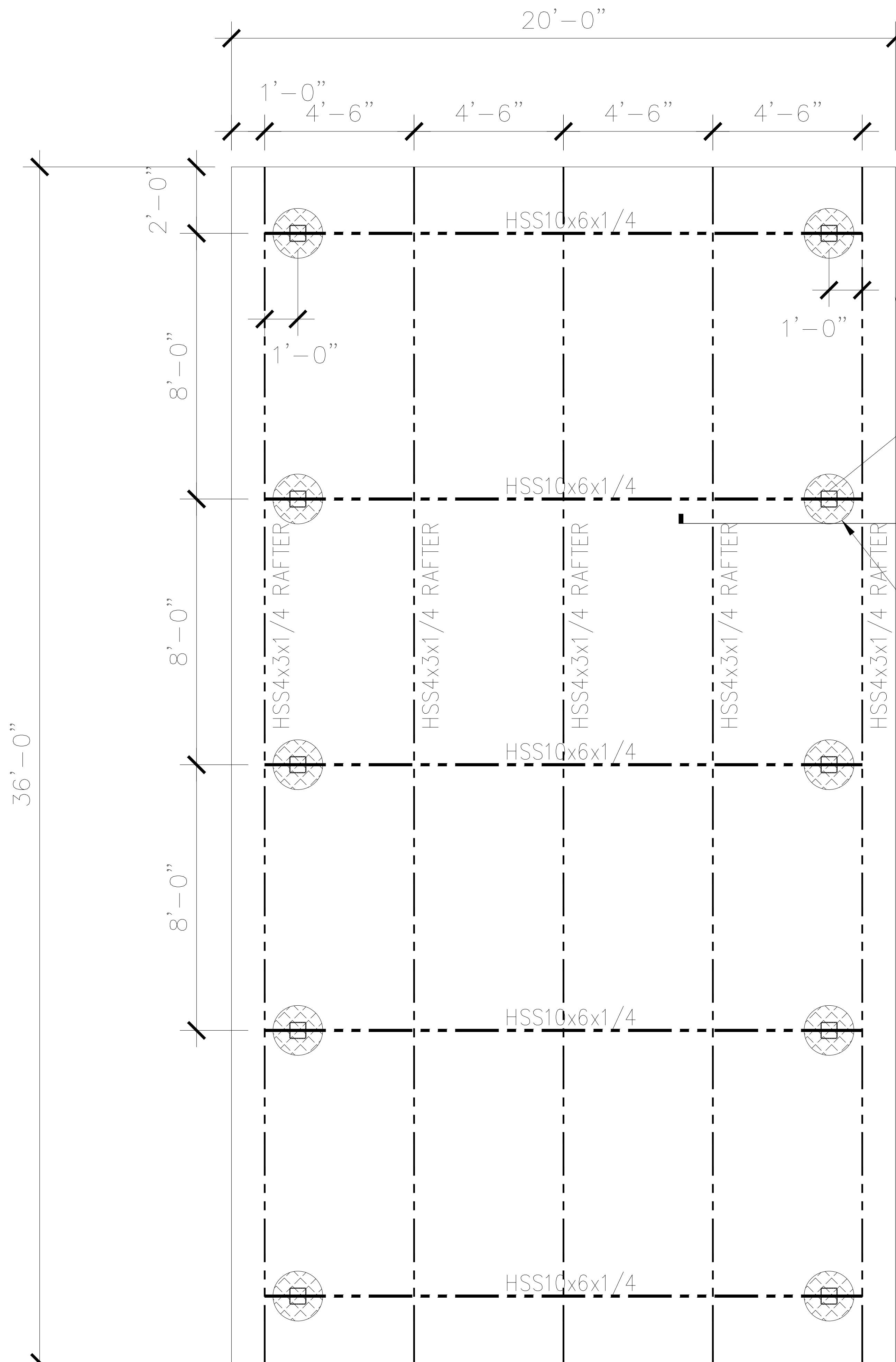
LOCATION MAP



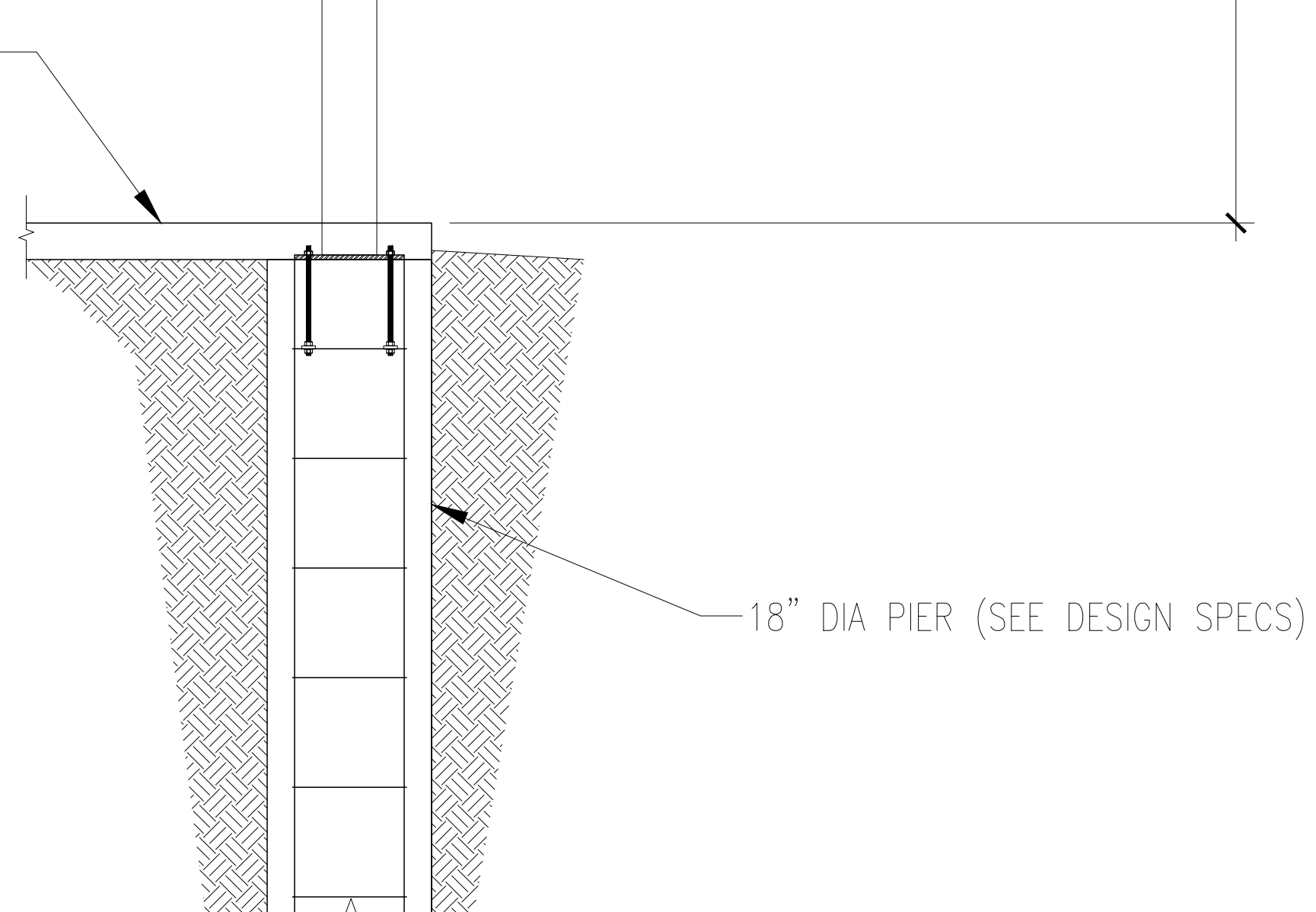
PROJECT NAME:
NEIGHBORHOOD PARK 3
TOWN PROJECT
NUMBER:
DEVAPP-24-0105
DATE PREPARED:
SEPTEMBER 5, 2024

sheet title
pavilion detail

sheet
LSP 1.06



BP1
SCALE ON 24X36: 1" = 1'-0"



1 SECTION
SCALE ON 24X36: 3/4" = 1'-0"

PIER DESIGN:
1. ALL PIERS SHALL BE 18" DIA. DRILLED TO A DEPTH OF 12" BELOW CURRENT GRADE. REINFORCE WITH (5) #5'S AND #1 TES @ 12" O.C.

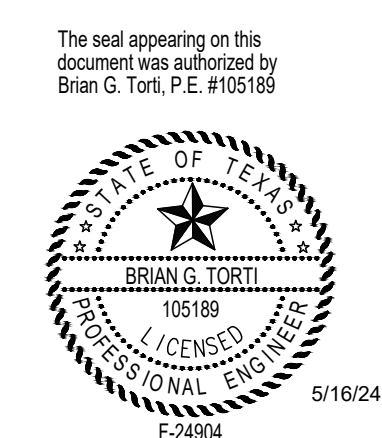
- GENERAL/MATERIAL NOTES:**
- CONCRETE
 - CONCRETE WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE LATEST A.C.I. 318 AND PREVAILING LOCAL GOOD STANDARD PRACTICE.
 - CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
 - 28 DAY STRENGTH = 3000 P.S.I.
 - HARD ROCK AGGREGATE.
 - SLUMP = 3" TO 5"
 - REINFORCEMENT
 - CONTRACTOR SHALL VERIFY JOB SITE CONDITIONS PRIOR TO THE FABRICATION OF MATERIALS.
 - CONCRETE SPECIFICATIONS SHALL BE AS FOLLOWS:
 - 28 DAY STRENGTH = 3000 P.S.I.
 - HARD ROCK AGGREGATE.
 - SLUMP = 3" TO 5"
 - ALL CONCRETE EXPOSED TO THE WEATHER SHALL HAVE A 5% TO 6% AIR ENTRAINMENT.
 - FOUNDATION
 - THIS FOUNDATION HAS BEEN DESIGNED BASED REPORT #24026 BY REED ENGINEERING GROUP. THIS SOIL REPORT SHALL BECOME PART OF THESE CONSTRUCTION DOCUMENTS.

Precision Structural Engineering, LLC

P.O. Box #2421
Coppell, Texas 75019
Office: 214-223-0286

REVISIONS	DATE
1	
2	
3	
4	
5	
6	
7	
8	

WOODLAKE OUTDOOR
ETHERIDGE NEIGHBORHOOD PARK
2537 GOOD HOPE RD. PROSPER, TEXAS
PLAN: PAVILION



DATE: 5/16/24
SCALE: 1/2"=1'-0"
SHEET NUMBER: **S1**

DRAWING INDEX

S1 FOUNDATION AND FRAMING PLANS

GENERAL NOTES

1. DESIGN CODES
 - a) 2021 I.B.C
 - b) BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, ACI 318-08
 - c) AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, THIRTEENTH EDITION.
 - d) ACI 117 "STANDARD SPECIFICATIONS FOR TOLERANCE FOR CONCRETE CONSTRUCTION AND MATERIALS"
 - e) ACI 301 "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS"
 - f) ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE"
 - g) AISI "SPECIFICATIONS FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS"
 - h) SJI "SPECIFICATIONS, LOAD TABLES AND WEIGHT TABLES FOR STEEL JOISTS AND JOIST GIRDERS"
 - i) SDI "STEEL DECK MANUAL FOR FLOOR DECKS AND ROOF DECKS"
 - j) ASW D1.1 "STRUCTURAL WELDING CODE - STEEL"
 - k) ACI 530 "BUILDING CODE REQUIREMENTS FOR MASONRY STRUCTURES"
2. DESIGN LOADS:

LIVE LOADS:
 ROOF: 20 PSF
 DEAD LOADS: WEIGHT OF MATERIALS

WIND SPEED: 115 MPH (ULT)
 EXPOSURE CATEGORY: B
 BUILDING CATEGORY II
3. EXISTING CONDITIONS: CONTRACTOR/BUILDER SHALL VISIT THE JOBSITE AS REQUIRED TO VERIFY EXISTING CONDITIONS.
4. SEE ARCHITECTURAL DRAWINGS FOR FLOOR ELEVATIONS, SLOPES, AND LOCATIONS OF FLOOR DEPRESSIONS PRIOR TO SETTING FORMS. NOTIFY ENGINEER IMMEDIATELY SHOULD ANY DISCREPANCY BE FOUND BETWEEN ENGINEERING PLANS AND ARCHITECTURAL PLANS.
5. FRAMING CONDITIONS NOT SPECIFICALLY SHOWN SHALL BE FRAMED SIMILAR TO DETAILS HEREIN.

ROOF FRAMING NOTES

- CARPENTRY SPECIFICATIONS:
- 1) ROOF DECK SHALL BE MIN. 3/4" EXTERIOR GRADE PLYWOOD.
 - 2) REFER TO ARCHITECTURAL PLANS AND ELEVATIONS FOR ROOF PITCHES.
 - 3) ROOF FRAMING LAYOUT TO BE FIELD VERIFIED BY BUILDER.
- FRAMING SPECIFICATIONS**
- CARPENTRY SPECIFICATIONS:
- 1) THE QUALITY OF LUMBER AND DESIGN FOR LOAD SUPPORTING MEMBERS SHALL CONFORM TO THE NDS, LATEST EDITION.
 - 2) LUMBER GRADES SHALL BE AS FOLLOWS:
 JOISTS AND RAFTERS: #2 SYP FB=1100 PSI
 BEAMS: #2 SYP FB= 1100 PSI
 POSTS : #2 FC=1300 PSI
 STUDS: #2 FC=850 PSI
 - 3) SHEATHING FOR SHEAR WALLS SHALL BE MIN. 5/8" OSB OR PLYWOOD. ALL EDGES SHALL BE BLOCKED. SHEETS SHALL BE NAILED AT 6" O.C AT PANEL EDGES AND 12" O.C. AT INTERMEDIATE FRAMING MEMBERS WITH 8d NAILS.
 - 4) TRUSS DIMENSIONS, LOCATIONS AND QUANTITIES SHALL BE VERIFIED BY THE TRUSS MANUFACTURER.
 - 5) ANY SAWN LUMBER JOISTS SHALL BE DOUBLED UNDER ALL WALLS WHETHER INDICATED OR NOT.
 - 6) INSTALLER RESPONSIBLE TO STABILITY OF FLOOR MEMBERS DURING INSTALLATION.
 - 7) ALL MEMBER SIZES OR CONNECTIONS NOT INDICATED SHALL BE DESIGNED TO WITHSTAND LIVE LOAD PER GENERAL NOTE #2 AND APPROPRIATE DEAD LOADS.
 - 8) PLYWOOD SHALL MEET THE MIN. REQUIREMENTS OF THE LATEST STANDARDS OF THE APA.
 - 9) ALL WOOD HEADERS SHALL BE IN COMPLIANCE WITH THE CODE REFERENCED IN DESIGN CODE IN GENERAL NOTES.
 - 10) ALL BEAMS TO BE SUPPORTED BY STUD PACKS WITH MIN. WIDTH OF THE BEAM
 - 11) ALL STUD PACKS TO BE FASTENED PER STUD PACK DETAIL.
 - 12) DOUBLE STUDS ARE REQUIRED AT ALL CORNERS AND OPENINGS U.N.O.
 - 13) PROVIDE A SINGLE CONTINUOUS SILL PLATE DOUBLE CONTINUOUS TOP PLATE AT ALL STUD WALLS.
 - 14) FLOOR DECKING SHALL BE A MIN. OF 3/4" T&G PLYWOOD AND GLUED AND NAILED TO FLOOR JOISTS.
 - 15) ALL MULTIPLE-PLY BEAMS SHALL INCLUDE 3 ROWS OF 16d NAILS @ 12" O.C. BEAMS WITH 3 OR 4 PLYS SHALL HAVE THIS NAILING PATTERN ON BOTH SIDES (STAGGER)

CONCRETE NOTES

- 1) ALL STRUCTURAL CONCRETE SHALL BE CLASSIFIED AS NORMAL WEIGHT CONCRETE WITH UNIT WEIGHT OF 145 LBS/FT³. STRUCTURAL CONCRETE MEMBERS SHALL NOT BE LOADED UNTIL THE SPECIFIED COMPRESSIVE STRENGTH HAS BEEN ACHIEVED.
- 2) MINIMUM CONCRETE COMPRESSIVE STRENGTH AND SLUMP:

MEMBER:	STRENGTH:	MIN.	MAX.
WALLS, SLABS & GRADE BEAMS	3000 PSI	4"	6"
PIERS	3000 PSI	4"	6"
- 3) CONCRETE MIX DESIGNS AND TEST RESULTS SHALL BE SUBMITTED FOR EVALUATION AND APPROVAL. CONCRETE MIX DESIGNS SHALL COMPLY WITH ACI CHAPTER 5.
- 4) ALL CAST -IN-PLACE CONCRTE WORK SHALL BE IN ACCORDANCE WITH ACI 301, LATEST EDITION.
- 5) ALL DETAILING, FABRICATION, AND INSTALLATION OF STEEL REINFORCING SHALL BE IN ACCORDANCE WITH ACI 315 AND ACI 318, LATEST EDITIONS.
- 6) CONCRET REINFORCING STEEL SHALL BE DEFORMED BARS.
- 7) MINIMUM COVERAGE ON REINFORCING STEEL:

CONCRETE CAST AGAINST EARTH:	3" CLEAR TO STIRRUP
CONCRETE CAST AGAINST FORMS:	2" CLEAR TO STIRRUP
GRADE BEAMS	2" CLEAR TO STIRRUP
SLAB ON VOIDS	1 1/2" FOR TOP
SLAB ON GRADE	PLACE BARS IN MIDDLE
- 8) PROVIDE 45-DEGREE CHAMFER AT ALL EXPOSED EDGES AND CORNERS.
- 9) GENERAL CONTRACTOR SHALL COMPARE AND COORDINATE THIS PLAN WITH ARCHITECTURAL SET. ANY DISCREPANCIES OR CHANGES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- 10) ALL OPENINGS FOR MECHNICAL EQUIPMENT, TRENCHES, SLOPES TO DRAINS ETC. SHALL BE VERIFIED BY THE GENERAL CONTRACTOR AND INDICATED ON SHOP DRAWINGS. COORDINATE LOCATION AND SIZE OF ALL OPENINGS WITH APPLICABLE TRADES.
- 11) PROVIDE (2) #4'S DIAGONALLY AT THE CORNERS OF ALL SLAB OPENINGS.
- 12) SLAB REINFORCING SHALL HAVE STANDARD HOOKS AT SLAB ENDS.

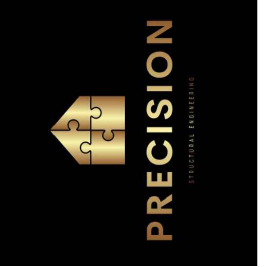
REINFORCING NOTES

- 1) ALL REINFORCING SHALL CONFORM TO ASTM-A-615, GR. 60. STIRRUPS MAY BE 40 KSI U.N.O.
- 2) REINFORCING STEEL SHALL BE DESIGNED, DETAILED, FABRICATED AND PLACED IN ACCORDANCE WITH THE LATEST ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES, ACI-315 AND THE CRSI "RECOMMENDED PRACTICE FOR PLACING REINFORCING BARS, LATEST EDITION.
- 3) SPLICES IN REINFORCING SHALL OCCUR AT POINTS OF MINIMUM STRESS AND SHALL BE LAPPED MIN. OF 40 BAR DIAMETERS.
- 4) PROVIDE CORNER BARS AT ALL CORNERS AND INTERSECTIONS. BARS SHOULD BE THE SAME SIZE AND SPACING OF LARGER REINFORCING.
- 5) SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL PRIOR TO FABRICATION OF MATERIALS.

STRUCTURAL STEEL NOTES

- 1) ALL STRUCTURAL STEEL WIDE FLANGES SHALL BE ASTM A-992 FY=50 KSI. STRUCTURAL TUBES ASTM A-500, GRADE B FY=46 KSI. ALL OTHERS ASTM A-36.
- 2) STRUCTURAL STEEL SHALL BE DETAILED, FABRICATED, AND ERECTED IN ACCORDANCE WITH AISC SPECIFICATIONS, LATEST EDITION.
- 3) ALL SHOP AND FIELD WELDING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE AMERICAN WELDING SOCIETY SPECIFICATIONS. ALL WELD SHALL BE CONTINUOUS WHERE LENGTH IS NOT GIVEN. UNLESS SHOWN OR NOTED OTHERWISE ALL WELDS SHALL DEVELOP THE STRENGTH OF THE WEAKER MEMBER. ALL WELDS SHALL BE MADE WITH E70XX ELECTRODES.
- 4) SHOP CONNECTIONS SHALL BE WELDED U.N.O. FIELD CONNECTIONS SHALL E BOLTED OR WELDED AS DETAILED.
- 5) ERECTION BOLTS SHALL BE ASTM A-307. ALL PERMANENT BOLTS SHALL BE ASTM A-325, BEARING TYPE, 3/4" DIA. U.N.O
- 6) ALL STRUCTURAL STEEL WITH THE EXCEPTION OF EMBEDDED ITEMS SHALL BE PAINTED WITH ONE SHOP COAT OF RUST-INHIBITIVE PAINT.
- 7) ALL STEEL CONNECTIONS SHALL BE DESIGNED TO SUPPORT THE END REACTIONS EQUAL TO ONE-HALF THE TOTAL UNIFORM LOAD CAPACITY SHOWN IN TABLE 3-6 OF THE AISC STEEL MANUAL, LATEST EDITION.
- 8) STEEL DECKING SHALL BE ATTACHED TO STRUCTURAL STEEL USING 3/8" DIAMETER PUDDLE WELDS.

Precision Structural Engineering, LLC



P.O. Box #2421
 Coppell, Texas 75019
 Office: 214-223-0286

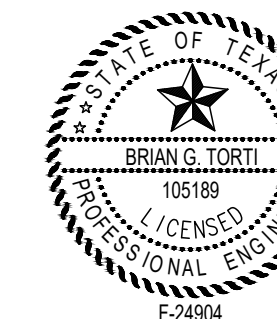
REVISIONS	DATE
1	
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WOODLAKE OUTDOOR
 ETHERIDGE NEIGHBORHOOD PARK
 2537 GOOD HOPE RD. PROSPER, TEXAS
 PLAN: PAVILION

DATE: 5/16/24
 SCALE: 3/8"=1'-0"

SHEET NUMBER:
50

The seal appearing on this document was authorized by Brian G. Torti, P.E. #105189



5/16/24
 F-24904

B. Torti
 This document may not be changed in any fashion without permission from Brian G. Torti, P.E.



ADMINISTRATION

To: Mayor and Town Council

From: Chuck Ewings, Assistant Town Manager

Through: Mario Canizares, Town Manager

Re: Appeal to Permit Screening of Open Fencing

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider an appeal to the requirements of the Town of Prosper Fence Regulations permitting alternate fence materials at 980 English Ivy.

Description of Agenda Item:

Section 3.19.001.11(G) prohibits property owners from placing screening (or alternate) material on fencing that is required to maintain a minimum of fifty percent through vision at certain locations. The property owner at 980 English Ivy placed mesh screening over existing wrought iron fencing that is required to remain open under Town fence regulations.

The property owner was originally notified in February, 2023, of the requirement and submitted an appeal to the Town Manager. After a thorough review, the appeal was ultimately denied and the property owner notified on December 4, 2023, that she may appeal to Town Council.

Town staff took time to review HOA plans to ensure the subdivision was in compliance with any approved landscape plans. There is no specific landscaping plan for the subdivision that could be referenced but the Town did have the HOA remove and replace dead plant material. Not all of the plants have survived and code compliance is notifying the HOA to replace them. The HOA is not required to place plant material that will serve as screening.

The property owner is seeking relief from these requirements and appealing to Town Council as permitted under Section 3.19.001.13 if denied by the Town Manager. The Town has been consistent with the requirement that open fencing maintain a minimum of fifty percent through vision. Property owners are permitted and encouraged to utilize live screening on open fencing.

In addition to the fence requirements in the Town Building Regulations, the Subdivision Ordinance also prohibits placement of any solid fencing on or near ornamental fencing in section 10.03.148:

“(d) Masonry walls, wood fences, solid metal fences, or any other type of solid fencing shall not be constructed parallel to the required ornamental metal fence within the landscape buffer or on an adjacent lot, within a distance of 25 feet from the ornamental metal fence”

Budget Impact:

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. Written appeal from the property owner

Town Staff Recommendation:

Town Staff recommends denial of the request.

Proposed Motion:

I move to approve/deny the request to permit alternate fencing materials at 980 English Ivy Dr.

Tanya M East
 980 English Ivy Dr, Prosper TX 75078
tanyaeast@att.net
 214-517-8419

Original Submission: March 02, 2024

Resubmitted: October 25, 2024

Town of Prosper Texas
 250 W First St
 Prosper TX 75078
 Attn: Chuck Ewings, Assistant Town Manager
 Daniel Salazer, Code Compliance Officer

SUBJECT: Backyard Fence Screening, Code compliance Appeal - 980 English Ivy Dr

Town of Proper Employees and Council:

I am resubmitting my appeal letter that was emailed back on March 02, 2024 regarding the screening material on the fence of my home.

Background Information:

- April 2015
 - Closed on the house located at 980 English Ivy Dr, Prosper TX 75078
 - Installed screening material on the metal fence to keep dogs and trash out of yard. And has since then assisted with reducing noise levels from FM 1385 and Highway 380.
- September 2015
 - Article 3.19 Fence Regulations (Ordinance 15-56) was adopted on 09/22/2015
 - Later amended: Ordinance 2021-41, Adopted 05/12/2020, Ordinance 2020-86, Adopted 11/24/2020, Ordinance 2023-66, Adopted 10/10/2023
- March 2023 –
 - Received a warning notice of screening material on my fence that was a violation of my development/homeowner association (HOA) landscaping plan citing 10.03.148
 - Multiple discussions with town staff over email and phone were held and I was advised to submit a variance request.
 - Research was completed on the road noise from the surrounding streets/highway.
- April 2023 –
 - Mr. Ewings confirmed that the Town was unable to locate a specific landscaping plan for Glenbrooke Estates
 - I submitted a request for variance approval to have screening material on my back yard fence. This was approved and I was not in violation of any “landscaping plan”.
- October 2023 –
 - Received another warning on my fence again about the screening material citing a different ordinance 3.19.001
 - Informed by Mr. Ewings that since my last correspondence that the Town Council did make amendments to the prohibition of screening materials and I was welcome to appeal
- March 2024
 - Submitted Written Appeal Letter based on the previous approval from April 2023
- October 2024
 - Received another notice citing 03.19.001 (Section 10 and/or 11)

Based on the following, I am requesting that I be allowed to leave the screening material on my back fence:

1) Town Ordinances and Landscaping Plans

- a. The town changed the ordinance under 09.03.001 after my initial variance request for 10.03.148 was approved.
- b. There is no landscaping plan for Glenbrooke Estates as outlined in 10.03.148. This also appears to be a requirement added or revised in the town ordinance in October 2021 which is after I purchased my home. So there is no violation for the sub-divisions plan.
- c. Screening material of some sort has been my fence since April 2015 that pre-dates any of the fencing requirements outlined in 03.19.001 that was added in September 2015. This ordinance grandfather's fences prior to this date. The screening material has been replace and/or repaired as needed during this time period.

2) Living Screen Issues:

- a. The Glenbrooke HOA has failed to provide an adequate "living screening" fence since moving in:
- b. Back fence line – has experience issued with the evergreens planted along the fence line to block out the noise from FM 1385 and Highway 380.
- c. Side fence – until the Fall of 2022 the screening material I had up could not be seen as there were multiple evergreen shrubs that covered this entire fence area.
- d. The Town contacted the HOA in 2023 and the landscaping along both sides of the metal fence were replaced for my house and others. This landscaping however is not thriving due to irrigation and drought conditions. And the "living" screen does not provide adequate protection from the noise and/or privacy to myself and my children.
- e. In addition, they are planting smaller plants within the allowance of the town ordinances which will take years to mature and provide a full living screen. As such, the current "living screen" does not provide adequate protection from the noise, does not restrain my dogs to the back yard, and does not provide privacy to my family.

3) Fence Standards for homes Adjacent to the street

- a. My residence does not back up to "open" spaces such as a hike/bike trails, parks, pond, etc.
- b. It is adjacent to two (2) main roads that are extremely busy and produce significant road noise even with the current screening materials
- c. The side of my house is adjacent to Glenbrooke Dr which is the main entrance to the development of around 400 houses.
- d. The rear of my house backs up to FM 1385 which is currently a two (2) lane rural road that is now a major road pending significant development and widening for the increased housing developments and apartments that are continually being added.
- e. As such I believe the standards under 3.19.001 (8) for Wooden Fence Standards would apply that states "lots or tracts that are adjacent to a street and visible from the street shall be constructed as board-on-board with a top rail

4) Animal Control Requirements

- a. Under 2.02.001 Restraint of Animals for section (b) as an owner of two (2) small dogs I am required to control and restrain them from running at-large or being at-large
- b. The screening material on the open metal fences provide protection to keep my two (2) dogs restrained within my back yard and prevent them bring running/being at large as they are small enough to fit through the bars of the metal fence.

5) FM 1385 Issues and Concerns

- a. 980 English Ivy Dr backs up to FM 1385 which has grown from a quiet 2 lane rural road to a major thoroughfare for multiple subdivisions, campgrounds and multiple apartment complexes that continue to grow North of the Glenbrooke development.
- b. In addition a major shopping center to include Costco, an apartment complex, and hotel are going in front of Glenbrooke Estates parallel to Highway 380 which will only increase the traffic

on FM 1385 as well as traffic cutting through the neighborhood to go from FM 1385 and Fishtrap St/First St/Gee Rd

- c. The speed limit behind the home is 50 MPH but many drive much faster and due to the growth in the area there is significant road noise from the construction vehicles.
- d. TX DOT plans to widen FM 1385 in the next several years from a two (2) lane road to a multi-lane road with 3 lanes in each direction with a divided center median. Directly behind my home in 10-20 feet will be 7 lanes of a highly traveled urban road.
- e. With the noise study completed by Texas DOT, they recommended that an 8-foot barrier wall be built behind the homes in Glenbrooke that back up to FM 1385 which has been approved by the residences.
- f. There is significant traffic that goes in and out of the neighborhood daily, 24 hours a day past the home's two (2) lower-level bedrooms, family room, office, and back yard.

6) Noise Level from the Road

- a. After the HOA replaced the dead trees behind the home, the owner downloaded the app produced by the CDC and the National Institute for Occupational Safety and Health (NIOSH) version 1.2.6.42 to measure the sound noise around the property.
- b. Some measurements were taken inside the home as well as on the back porch.
- c. Most of the sound LAeq (average or equivalent sound level), Max level, and LCpeak (peak level) during these brief recordings exceed the 67 dB and exceeds the residential decibel level for exterior sound as noted in IAW 23 CFR 772.
- d. Mesh screen fences and living landscaping barriers are insufficient to address the sound as a hard structure is the only approved material to dampen the sound.

Date/End Time	Length	Location	LAeq	Max Level	LCPeak
03/29 11:23 AM	1 Hour 11 Mins	Outside Back Porch	64.9 dB	83.6 dB	104.0 dB
03/29 11:51 AM	0 Hour 25 Mins	Inside Family Room	46.6 dB	72.5 dB	98.5 dB
03/29 8:30 PM	0 Hour 2 Mins	Outside Back Porch	79.1 dB	102.0 dB	132.0 dB
03/29 11:05 PM	2 Hours 18 Min	Inside Family Room	54.0 dB	92.5 dB	121.3 dB
03/30 8:05 AM	0 Hour 59 Mins	Outside Back Porch	64.9 dB	95.2 dB	119.5 dB
03/31 12:39 PM	6 Hours 15 Min	Outside Back Porch	74.5 dB	101.8 dB	124.5 dB
04/03 11:33 PM	1 Hour 41 Mins	Outside Back Porch	54.0 dB	97.6 dB	123.2 dB
04/06 8:05 PM	0 Hour 2 Mins	Outside Back Porch	76.8 dB	93.1 dB	106.7 dB
04/08 6:13 PM	0 Hour 2 Mins	Outside Back Porch	71.4 dB	78.5 dB	90.2 dB

7) Right to Privacy

- a. Under the US Constitution and the Bill of Rights, all US Citizens are guaranteed under the Fourth Amendment to reasonable privacy.
- b. The US Supreme Court in Katz v. United States created the [Reasonable Expectation of Privacy Test](#) in Justice Harlan II's decision. In the decision, the Justice states that if both requirements of the test have not been met, then the Government has violated an individual's right to privacy. The two-part test:
 - i. The individual has exhibited an actual (subjective) expectation of privacy.
 - ii. The expectation is one that society is prepared to recognize as reasonable.
- c. The back yard of a residence is considered part of the home of a private citizen. As such this area shall be protected from the plain view doctrine as it is not an open field but private property.
- d. The homeowner has the responsibility to create their own privacy. As such the suggested use of ornamental fencing and plants is an unreasonable suggestion due to the visibility into one's private property and the lack of privacy provided by landscaping.

- e. Landscaping takes a long time to mature and is impacted by the weather and are not a permanent for of security. It is also unreasonably expensive to the typical homeowner to create sufficient privacy.

8) Disabled Resident

- a. The owner has a disabled 4-year-old Autistic son who requires significant support to complete daily tasks and has high sensory needs.
- b. Due to the noise and lack of privacy, the disabled 4-year-old was unable to play in his own backyard when the Town required the mesh screen to be removed previously and after the HOA removed the dead landscaping.
- c. This caused significantly more road noise in the back yard that flowed into the living spaces in the home. This greatly impacted the disabled child's sleep was caused a detriment to the entire family with sleep exhaustion and undue stress.
- d. The return of the mesh fencing and limited living screen installed by the HOA plus thick curtains purchased and installed in the home has reduced the noise but still much improvement is needed which is expected when TX DOT installs the masonry based sound barrier wall in the next couple of years.

Therefore the owner of the home is requesting that the previously approved variance be honored.

- 1) Mesh Screen on the back fence line along with the HOA's plan to correct the landscaping (currently additional living space is on hold while we wait on TX DOT's plans for the masonry barrier as some existing living space will need to be removed.
- 2) Bamboo fencing along the side fence that is adjacent to Glenbrooke Dr. Currently being repaired due to the recent storms. New bamboo and mesh to go behind it was ordered a few weeks ago.
- 3) Long-term the owner would like to build a wooden fence that goes along the property line on the south side of the home within the State and Town's Fencing Rules for Wooden Fences to provide additional barriers to the sound as well as privacy for the disabled child.

The general fencing regulations would not be violated in any way nor is the subjective "image" of Prosper impacted to these proposed variance requests. The image would be improved with owner being able to secure the privacy of her back yard. As well as protect the privacy of the family while reducing the noise nuisance from the road and traffic.

Thank you in advance for your consideration.

Respectfully

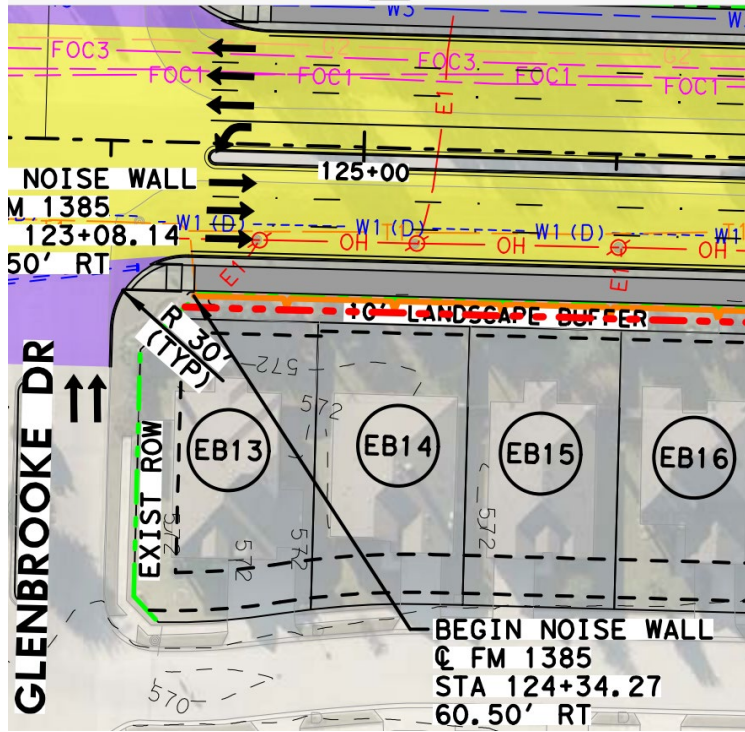


Tanya M East
 Owner/Resident/Mother to disabled Child
 980 English Ivy Dr, Prosper TX 75078
tanyaeast@att.net
 214-517-8419

Attachments:

- See Additional Pages for Images

TX DOT plan below which shows the road behind my residence with the plan 10-f



TX DOT Keep It Moving Design, June 2022 – Section 1 (FM 1385 from Hwy 380 to Union Park Blvd) - [Schematic Roll 1 - From US 380 to North of Union Park Boulevard.pdf \(keepitmovingdallas.com\)](#)

Dead Landscaping that the Glenbrooke HOA removed in the Fall of 2022 due to being severely impacted by drought:



Current Fencing with Bamboo Screen on South Fence along Glenbrooke Dr



Current Fencing with Mesh Screen on West Fence along FM 1385.





FINANCE DEPARTMENT

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Solid Waste Second Contract Amendment and Annual CPI Adjustment

Town Council Meeting – November 12, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to enter into a second contract amendment with Republic Services to convert to once-a-week residential bulk pick up and to approve a revised fee schedule effective February 1, 2025, adjusting commercial and residential prices for the twelve-month CPI change.

Description of Agenda Item:

The original solid waste services contract was awarded to Republic Services on June 27, 2023, for a seven-year initial term with three one-year renewals. On May 28, 2024, Amendment No. 1 was approved by Council as Republic agreed to certain fee reductions in relation to Commercial (including HOA's) 95-gallon trash and recycling carts. As staff reviewed the first nine-months of solid waste services, it identified once a month bulk pick as a source of frequent confusion and complaints. Accordingly, it requested pricing for two possible options: a) weekly bulk pick up with no Saturday Drop- Off Service or one time pick up of moving boxes, and b) weekly bulk-pick up maintaining all current services. The pricing was presented to Council at the October 22, 2024, work session and council chose Option b) which will result in an increase of \$3.20 per month. The current rate of \$18.55 will increase by \$3.80, bringing the new rate to \$22.35. This increase includes an additional \$0.60 for the annual CPI adjustment and \$3.20 for expanded services.

Regarding the annual CPI increase, the contract specified the 12 months change February to February of the Consumer Price Index-All Urban Consumers for the Garbage and Trash Collection with the coming year's adjustment to be proposed to the Town no later than November 1. This wording would have resulted in very old CPI data and both entities agreed to use the twelve months ending each September. The twelve-month September change for this index was 3.8% which will be applied to all services with the exception of weekly bulk collection which is a new service. In addition, it was agreed that the cart replacement fee would be adjusted from the current \$25 to \$60 to better reflect actual replacement cost to the Town.

Budget Impact:

These fees are passed through to Republic and will not have budget impact. The Town retained monthly fees of \$2.00 for cart financing and \$0.80 for administrative costs, which are sufficient and will not be increased.

Legal Obligations and Review:

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

Attached Documents:

1. Proposed Contract Amendment
2. Updated 2025 Appendix D & E Residential and Commercial Fee Schedules

Town Staff Recommendation:

Staff recommends the Town Council authorizing the Town Manager to enter into a second contract amendment with Republic Services to convert to once-a-week residential bulk pick up and to approve a revised fee schedule effective February 1, 2025, adjusting commercial and residential prices for the twelve-month CPI change.

Proposed Motion:

I move to authorize the Town Manager to enter into a Contract Amendment No. 2 with Republic Waste Services enacting the contractually required adjustment for changes in CPI and increasing residential bulk pick up to weekly.

AMENDMENT NO. 2 TO SOLID WASTE SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND ALLIED WASTE SYSTEMS, INC. D/B/A REPUBLIC SERVICES OF LEWISVILLE

WHEREAS, on or about July 24, 2023, the Town of Prosper, Texas (hereinafter the “Town”), and Allied Waste Systems, Inc. d/b/a Republic Services of Lewisville (hereinafter “Contractor”) entered into an exclusive franchise agreement (hereinafter “Agreement”) for solid waste services; and

WHEREAS, the duration of the Agreement was from February 1, 2024, to January 31, 2031, with three (3) one-year optional renewals; and

WHEREAS, the Town desires to increase residential bulk collections from once per month to weekly; and

WHEREAS, the contract requires an adjustment in both commercial and residential service fees effective February 1, of each year by the twelve month change in Consumer Price Index-All Urban Consumers with both Contractor and Town agreeing to use the twelve month change ended each September; and.

WHEREAS, as a consequence, the Town and Contractor have mutually agreed to adjust the Residential and Commercial fees listed in Appendix D (hereinafter “Appendix D”) to the Agreement by 3.8% and to add \$3.20 to the cost of bulk collection and to increase cart replacement to \$60 per cart.

NOW, THEREFORE, the Town and Contractor hereby agree that:

1. Contractor shall adjust the fees listed in Appendix D to the Agreement as follows with a 2025 Updated Fee Schedule attached:

(A) All residential and commercial recurring fees paid to contractor will be adjusted by 3.8%

(B) Town monthly fees of \$2.00 cart financing and \$0.80 administrative fee will not change; and

(C) Cart replacement fees for both Trash and Recycling will be increased to \$60: and

2. Section 8.1.4 **Residential Bulky Waste Collection Services** will be amended by deleting the second sentence of the section and replacing it with: *“All bulky waste collection will be performed weekly on the resident’s normally scheduled collection day”*.

3. Section 27.2 **Annual Cost Adjustment Index** will be changed to state “...*the twelve month period ended September*”.

4. All other terms of the Agreement shall remain in full force and effect.

EXECUTED BY THE FOREGOING PARTIES this 12th day of November, 2024.

APPROVED:

TOWN OF PROSPER, TEXAS

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

CONTRACTOR:

**ALLIED WASTE SYSTEMS, INC. D/B/A
REPUBLIC SERVICES OF LEWISVILLE**

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

**REPUBLIC SERVICES
CITY OF PROSPER (FRANCHISE FEES INCLUDED)
EFFECTIVE DATE 02-01-2025**

COMMERCIAL TRASH		PICKUPS PER WEEK					
Size	1X	2X	3X	4X	5X	6X	EXTRA
95g CART NON HOA	\$ 31.14	N/A	N/A	N/A	N/A	N/A	N/A
95 G CART - HOA	\$ 20.76	N/A	N/A	N/A	N/A	N/A	N/A
2 YD	\$ 79.15	\$ 113.62	\$ 183.22	\$ 244.29	\$ 305.36	\$ 366.45	\$ 28.34
3 YD	\$ 97.39	\$ 170.44	\$ 274.82	\$ 366.43	\$ 458.04	\$ 549.67	\$ 42.51
4 YD	\$ 116.14	\$ 179.80	\$ 327.76	\$ 436.98	\$ 546.21	\$ 655.47	\$ 56.67
6 YD	\$ 144.22	\$ 252.86	\$ 361.24	\$ 608.88	\$ 761.12	\$ 913.35	\$ 85.01
8 YD	\$ 185.48	\$ 221.90	\$ 494.50	\$ 811.82	\$ 1,014.82	\$ 1,217.79	\$ 113.35
10 YD	\$ 231.81	\$ 372.76	\$ 625.58	\$ 1,014.82	\$ 1,268.53	\$ 1,522.22	\$ 141.69
2 YD COMP	\$ 269.00	\$ 538.00	\$ 806.99	\$ 1,075.99	\$ 1,344.99	\$ 1,613.99	\$ 85.01
4 YD COMP	\$ 500.24	\$ 1,000.49	\$ 1,500.73	\$ 2,000.97	\$ 2,501.22	\$ 3,001.45	\$ 115.53
6 YD COMP	\$ 693.56	\$ 1,387.10	\$ 2,080.67	\$ 2,774.24	\$ 3,467.80	\$ 4,160.69	\$ 255.04
8 YD COMP	\$ 842.42	\$ 1,684.60	\$ 2,526.91	\$ 3,369.21	\$ 4,211.53	\$ 5,053.77	\$ 340.05

EXY \$ 43.60 PER LIFT

COMMERCIAL RECYCLING		PICKUPS PER WEEK					
Size	1X	2X	3X	4X	5X	6X	EXTRA
95g CART	\$ 15.57	N/A	N/A	N/A	N/A	N/A	N/A
2 YD	\$ 56.63	\$ 113.27	\$ 169.89	\$ 226.30	\$ 283.16	\$ 566.31	\$ 28.34
3 YD	\$ 84.95	\$ 169.89	\$ 254.84	\$ 339.79	\$ 424.74	\$ 849.47	\$ 42.51
4 YD	\$ 113.27	\$ 226.52	\$ 339.79	\$ 453.05	\$ 566.31	\$ 1,132.62	\$ 56.67
6 YD	\$ 169.89	\$ 340.01	\$ 509.68	\$ 679.58	\$ 849.47	\$ 1,698.94	\$ 85.01
8 YD	\$ 226.52	\$ 453.05	\$ 679.58	\$ 906.10	\$ 1,132.62	\$ 2,265.25	\$ 113.35
10 YD	\$ 283.16	\$ 566.31	\$ 849.47	\$ 679.58	\$ 1,415.78	\$ 2,831.56	\$ 141.69
2 YD COMP	\$ 169.89	\$ 340.01	\$ 509.68	\$ 679.58	\$ 849.47	\$ 1,698.94	\$ 85.01
4 YD COMP	\$ 339.79	\$ 679.58	\$ 1,019.36	\$ 1,359.15	\$ 1,698.94	\$ 3,397.87	\$ 115.53
6 YD COMP	\$ 509.68	\$ 1,019.36	\$ 1,529.05	\$ 2,038.72	\$ 2,548.40	\$ 5,096.81	\$ 255.04
8 YD COMP	\$ 679.58	\$ 1,359.15	\$ 2,038.73	\$ 2,718.29	\$ 3,397.87	\$ 6,795.74	\$ 340.05

CONTAMINATION \$ 65.39 PER LIFT
 EXTRA PICKUP \$ 14.17 PER YARD
 ADD'L RECY 95G CART \$ 10.38 EACH

INDUSTRIAL ROLLOFF RATES

INDUSTRIAL TRASH		Delivery	Monthly rental	Haul rate *	Disposal/ton
20 YD	OPEN TOP	\$ 136.24	\$ 136.24	\$ 528.60	\$ 43.60
30 YD	OPEN TOP	\$ 136.24	\$ 136.24	\$ 528.60	\$ 43.60
40 YD	OPEN TOP	\$ 136.24	\$ 136.24	\$ 528.60	\$ 43.60
15 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 550.40	\$ 43.60
20 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 550.40	\$ 43.60
30 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 550.40	\$ 43.60
35 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 550.40	\$ 43.60
40 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 550.40	\$ 43.60

* Haul rate does not include any disposal tons

DRY RUN \$ 163.49 PER LIFT

INDUSTRIAL RECYCLING		Delivery	Monthly rental	Haul rate *	Disposal/ton
20YD	OPEN TOP	\$ 136.24	\$ 136.24	\$ 389.09	\$ 98.09
30 YD	OPEN TOP	\$ 136.24	\$ 136.24	\$ 389.09	\$ 98.09
40 YD	OPEN TOP	\$ 136.24	\$ 136.24	\$ 389.09	\$ 98.09
15 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 410.89	\$ 98.09
20 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 410.89	\$ 98.09
30 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 410.89	\$ 98.09
35 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 410.89	\$ 98.09
40 YD COMP	COMPACTED	\$ 147.14	Negotiable	\$ 410.89	\$ 98.09

* Haul rate does not include any disposal tons

DRY RUN \$ 163.49 PER LIFT

RESIDENTIAL (NO FEES)

WEEKLY TRASH COLLECTION (TRASH/RECYCLING/BULK/YW)
 ADDITIONAL SOLID WASTE CART
 REPLACEMENT TRASH CART FEE
 ADDITIONAL RECYCLING CART
 REPLACEMENT RECYCLING CART FEE

BASE RATE

\$	19.55	incl new bulk service effective 2/1/25
\$	7.37	
\$	60.00	
\$	3.20	
\$	60.00	

EFFECTIVE DATE

2/1/2025

CONTACT PHONE

Consumer Price Index - All Urban Consumers
Original Data Value

Series Id: CUUR0000SEHG02
Not Seasonally Adjusted
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2007 to 2020

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
2007	340.087	340.898	342.033	343.286	343.198	343.836	345.081	347.168
2008	356.901	358.059	358.55	359.586	361.533	363.159	366.043	368.96
2009	371.828	372.503	373.241	375.392	375.599	376.582	377.494	377.879
2010	380.036	382.49	383.362	383.615	383.405	383.749	383.832	385.01
2011	389.727	391.854	391.855	392.754	395.477	395.329	395.723	396.605
2012	398.88	400.381	401.692	400.913	401.067	402.793	406.243	406.823
2013	411.126	411.805	412.305	413.675	414.511	414.802	416.505	417.76
2014	422.44	422.483	423.413	425.393	425.242	425.93	426.562	426.771
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717
2018	453.354	454.915	455.23	458.722	462.887	465.041	465.579	470.457
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882
2021	512.722	517.27	518.505	518.579	516.44	517.202	521.185	524.408
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.88

Sep-24 619.64

Sep-23 596.997

3.79%

From: Brock, Cheryl
Sent: Friday, October 18, 2024 11:10 AM
To: Hinkle, Debra <DHinkle@republicservices.com>
Cc: Zhou, Chuck <CZHOU@republicservices.com>
Subject: FW: CPI Change

Debbie,

Prosper is going to use 3.8% for the CPI instead of 3.79% which we subr

Below is where they get their CPI information.

Bob states that will take our new rate from \$15.75 to \$16.35 with the 3. attached Appendix D which shows the Resi Pricing he is referring to.

At Tuesday's Council meeting they will be bringing up additional Option approved will change the pricing again.

They will need a new Rate Sheet to present to Council for the Tuesday C

I know you are still in budgets, I can prepare the Rate Sheet if you send i Spreadsheet and then I will send it to you for approval, if you would like.

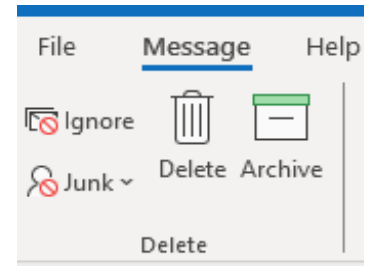
Cheryl Brock
Manager, Municipal Sales

551 Huffines Blvd
Lewisville, TX 75056
e cbrock@republicservices.com
o 469-451-3721
c 469-389-8045





All folders are to date. Generated by Microsoft Exchange. [Display Settings] [Print] [Close]

Sep	Oct	Nov	Dec	HALF1	HALF2
347.949	348.684	351.136	353.439		
369.651	371.155	371.648	371.093		
378.285	379.56	379.208	379.248		
385.92	385.909	387.216	387.884		
397.028	397.106	398.91	398.72		
407.594	409.495	410.155	410.416		
418.357	419.687	421.427	422.237		
427.327	427.995	427.808	428.187		
433.843	434.829	436.428	436.996		
439.707	440.311	443.343	444.745		
449.008	452.196	453.82	453.596		
471.026	472.535	486.65	485.935	458.36	475.36
484.346	486.133	486.485	486.708	478.84	484.97
501.756	503.315	504.97	508.19	494.46	502.95
529.934	530.114	529.053	532.538	516.79	527.87
558.254	561.09	563.816	565.185	541.13	557.54
596.997	597.569	601.631	602.164	580.04	598.65
619.64				609.98	

itted.



Prosper - Contract

 Brock, Cheryl
 To  Hinkle, Debi
 Cc  Zhou, Chuc
 Retention Policy User MB Ret
 You replied to this message

Debbie,

We are to submit our PI meeting.

The annual cost adjustment:

SECTION 27 COST ADJUSTMENT

27.1 Annual Cost Adjustment

The Contract Rates in Appendix A Service offered under the Agreement

(i) Cost adjustment

(ii) **Cost adjustment**

(iii)The Town may

(iv)The Contractor shall

All indices used represent the several months, cost adjustment adjustments and not to adjust

The annual cost adjustment:

27.2 Annual Cost Adjustment

Subject to Town approval, the **month period** ended February

9% CPI. I have

s for Bulk which if

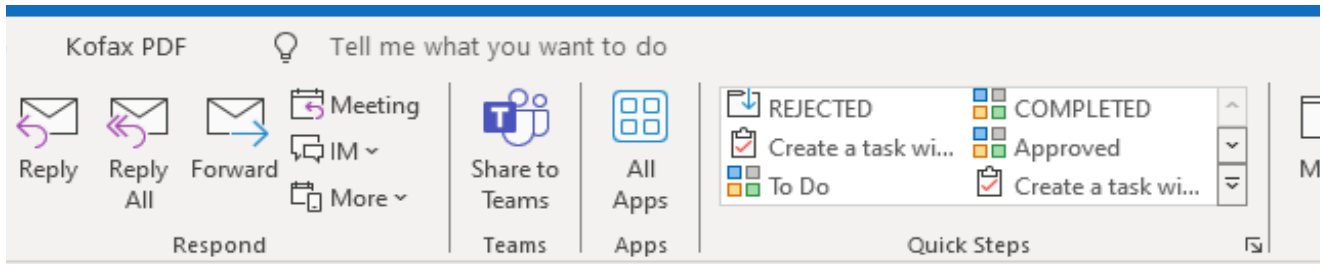
ouncil Meeting.

me the Excel

.

Cheryl Brock

Manager, Municipal Sales



PI - W/T

ra
 :k
 ention - Inbox - 3 Years (3 years)
 e on 10/17/2024 10:17 AM.

I request by November 1st to Prosper and they have agreed for us to use the September CP

shall neither exceed five percent (5%) in any single year nor exceed a cumulative increase of fifteen percent (1

JUSTMENT

Cost Process

ndix D and Appendix E shall remain effective from the execution of this Agreement through February 1, 2025. Therea
 greement:

ents will be based on annual changes to indices agreed to by the Town and the Contractor.

ment requests must be received by November 1st of each year (taking effect the following February 1st. o

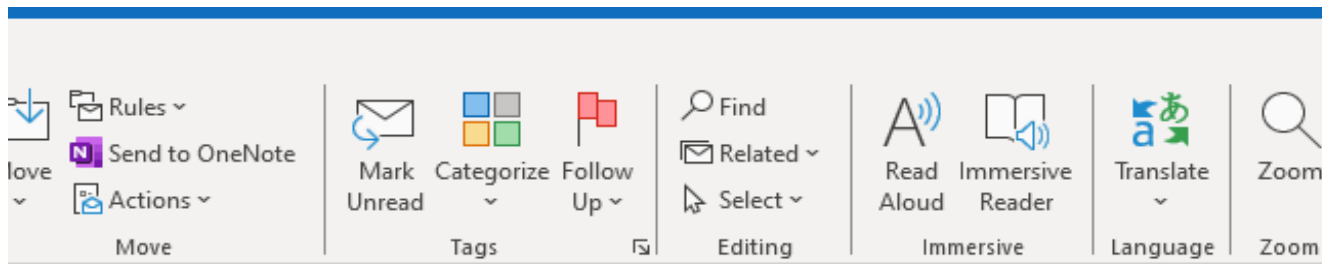
/ implement cost decreases (based on the cost adjustment indices for each service described below) even if the Coni

shall receive no other financial compensation outside the terms of the Agreement(s). Further, costs shall not be a
 : Consumer Price Index (CPI), Employment Cost Index (ECI), EIA Natural Gas Texas Commercial or components of th
 ents will be applied when data is released and updated, if necessary, when final data is released. If BLS changes
 tments already implemented.

shall neither exceed five percent (5%) in any single year nor exceed a cumulative increase of fifteen percent (1

Cost Index

e Contract Rates shall be adjusted on February 1, 2025 and every February 1st thereafter for the term o f the Agree
 Y.



Expires 10/17/2027

P1 - W/T Price Index. Chuck and I are going to give them the PI % today so they may be able

5%) over a four-year period.

After, cost adjustments may be requested by the Contractor(s) each new contract year and are subject to approval by

or the Contractor forfeits the right to request a cost adjustment for the upcoming year.

Contractor does not submit the request by November 1st of a year.

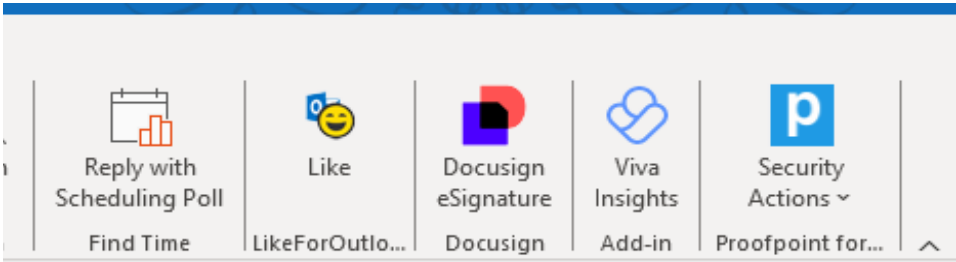
38 of 57

adjusted other than as explicitly authorized in the Agreement.

the Producer Price Index (PPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS) or the methodology for calculating ECI or components of the P1'1, which causes historical data used to calculate t

5%) over a four-year period.

Agreement. The adjustment shall be based on the year-over-year change in the average value of the U.S. Consumer P



Reply with Scheduling Poll
Find Time

Like
LikeForOutlo...

Docusign eSignature
Docusign

Viva Insights
Add-in

Security Actions
Proofpoint for...



Reply Reply All Forward

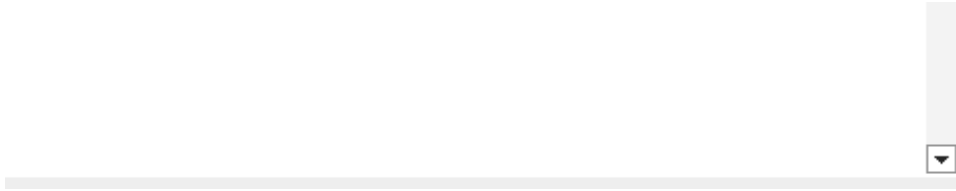
Thu 10/17/2024 9:38 AM

le to present everything to council next week at their council

the Town. Cost adjustments shall meet the following requirements for each

Energy Information Administration. Since some indices are not finalized for this cost adjustment to be restated, such changes shall only apply to future

Price Index: Urban Consumer —Garbage and Trash Collection over the 12-



**REPUBLIC SERVICES
CITY OF PROSPER (FRANCHISE FEES INCLUDED)
EFFECTIVE DATE 02-01-2024**

COMMERCIAL TRASH		PICKUPS PER WEEK					
Size	1X	2X	3X	4X	5X	6X	EXTRA
95g CART NON HOA	\$ 30.00	N/A	N/A	N/A	N/A	N/A	N/A
95 G CART - HOA	\$ 20.00	N/A	N/A	N/A	N/A	N/A	N/A
2 YD	\$ 76.25	\$ 109.46	\$ 176.51	\$ 235.35	\$ 294.18	\$ 353.03	\$ 27.30
3 YD	\$ 93.83	\$ 164.20	\$ 264.76	\$ 353.02	\$ 441.27	\$ 529.55	\$ 40.95
4 YD	\$ 111.89	\$ 173.22	\$ 315.76	\$ 420.98	\$ 526.21	\$ 631.47	\$ 54.60
6 YD	\$ 138.94	\$ 243.60	\$ 348.02	\$ 586.59	\$ 733.26	\$ 879.91	\$ 81.90
8 YD	\$ 178.69	\$ 213.78	\$ 476.40	\$ 782.10	\$ 977.67	\$ 1,173.21	\$ 109.20
10 YD	\$ 223.32	\$ 359.11	\$ 602.68	\$ 977.67	\$ 1,222.10	\$ 1,466.49	\$ 136.50
2 YD COMP	\$ 259.15	\$ 518.30	\$ 777.45	\$ 1,036.60	\$ 1,295.75	\$ 1,554.90	\$ 81.90
4 YD COMP	\$ 481.93	\$ 963.86	\$ 1,445.79	\$ 1,927.72	\$ 2,409.65	\$ 2,891.57	\$ 111.30
6 YD COMP	\$ 668.17	\$ 1,336.32	\$ 2,004.50	\$ 2,672.68	\$ 3,340.85	\$ 4,008.38	\$ 245.70
8 YD COMP	\$ 811.58	\$ 1,622.93	\$ 2,434.40	\$ 3,245.87	\$ 4,057.35	\$ 4,868.76	\$ 327.60

EXY \$ 42.00 PER LIFT

COMMERCIAL RECYCLING		PICKUPS PER WEEK					
Size	1X	2X	3X	4X	5X	6X	EXTRA
95g CART	\$ 15.00	N/A	N/A	N/A	N/A	N/A	N/A
2 YD	\$ 54.56	\$ 109.12	\$ 163.67	\$ 218.02	\$ 272.79	\$ 545.58	\$ 27.30
3 YD	\$ 81.84	\$ 163.67	\$ 245.51	\$ 327.35	\$ 409.19	\$ 818.37	\$ 40.95
4 YD	\$ 109.12	\$ 218.23	\$ 327.35	\$ 436.46	\$ 545.58	\$ 1,091.16	\$ 54.60
6 YD	\$ 163.67	\$ 327.56	\$ 491.02	\$ 654.70	\$ 818.37	\$ 1,636.74	\$ 81.90
8 YD	\$ 218.23	\$ 436.46	\$ 654.70	\$ 872.93	\$ 1,091.16	\$ 2,182.32	\$ 109.20
10 YD	\$ 272.79	\$ 545.58	\$ 818.37	\$ 654.70	\$ 1,363.95	\$ 2,727.90	\$ 136.50
2 YD COMP	\$ 163.67	\$ 327.56	\$ 491.02	\$ 654.70	\$ 818.37	\$ 1,636.74	\$ 81.90
4 YD COMP	\$ 327.35	\$ 654.70	\$ 982.04	\$ 1,309.39	\$ 1,636.74	\$ 3,273.48	\$ 111.30
6 YD COMP	\$ 491.02	\$ 982.04	\$ 1,473.07	\$ 1,964.09	\$ 2,455.11	\$ 4,910.22	\$ 245.70
8 YD COMP	\$ 654.70	\$ 1,309.39	\$ 1,964.09	\$ 2,618.78	\$ 3,273.48	\$ 6,546.96	\$ 327.60

CONTAMINATION \$ 63.00 PER LIFT
 EXTRA PICKUP \$ 13.65 PER YARD
 ADD'L RECY 95G CART \$ 10.00 EACH

INDUSTRIAL ROLLOFF RATES

INDUSTRIAL TRASH		Size	Type	Delivery	Monthly rental	Haul rate *	Disposal/ton
		20 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 509.25	\$ 42.00
		30 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 509.25	\$ 42.00
		40 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 509.25	\$ 42.00
		15 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00
		20 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00
		30 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00
		35 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00
		40 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00

* Haul rate does not include any disposal tons
 DRY RUN \$ 157.50 PER LIFT

INDUSTRIAL RECYCLING		Size	Type	Delivery	Monthly rental	Haul rate *	Disposal/ton
		20YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 374.85	\$ 94.50
		30 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 374.85	\$ 94.50
		40 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 374.85	\$ 94.50
		15 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50
		20 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50
		30 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50
		35 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50
		40 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50

* Haul rate does not include any disposal tons
 DRY RUN \$ 157.50 PER LIFT

RESIDENTIAL (NO FEES)	BASE RATE
WEEKLY TRASH COLLECTION (TRASH/RECYCLING/BULK/YW)	\$ 15.75
ADDITIONAL SOLID WASTE CART	\$ 7.10
REPLACEMENT TRASH CART FEE	\$ 25.00
ADDITIONAL RECYCLING CART	\$ 3.08
REPLACEMENT RECYCLING CART FEE	\$ 25.00

From: Bob Scott <BScott@...>
 Sent: Monday, January 0
 To: Mikolajchak, Craig <C...>
 Cc: Chris Landrum <clanc...>
 Subject: RE: [*EXTERNAL

EFFECTIVE DATE 2/1/2024 CONTACT PHONE _____

This Message Is Fro
 This message came from

Commercial * All accounts shall also be assessed a fuel surcharge in accordance with the Town's current contract

**REPUBLIC SERVICES
CITY OF PROSPER (FRANCHISE FEES INCLUDED)
EFFECTIVE DATE 02-01-2024**

COMMERCIAL TRASH		PICKUPS PER WEEK						
Size	1X	2X	3X	4X	5X	6X	EXTRA	
95g CART	\$ 31.50	\$ 78.75	\$ 131.25	\$ 183.75	\$ 236.25	\$ 288.75	N/A	
2 YD	\$ 76.25	\$ 109.46	\$ 176.51	\$ 235.35	\$ 294.18	\$ 353.03	\$ 27.30	
3 YD	\$ 93.83	\$ 164.20	\$ 264.76	\$ 353.02	\$ 441.27	\$ 529.55	\$ 40.95	
4 YD	\$ 111.89	\$ 173.22	\$ 315.76	\$ 420.98	\$ 526.21	\$ 631.47	\$ 54.60	
6 YD	\$ 138.94	\$ 243.60	\$ 348.02	\$ 586.59	\$ 733.26	\$ 879.91	\$ 81.90	
8 YD	\$ 178.69	\$ 213.78	\$ 476.40	\$ 782.10	\$ 977.67	\$ 1,173.21	\$ 109.20	
10 YD	\$ 223.32	\$ 359.11	\$ 602.68	\$ 977.67	\$ 1,222.10	\$ 1,466.49	\$ 136.50	
2 YD COMP	\$ 259.15	\$ 518.30	\$ 777.45	\$ 1,036.60	\$ 1,295.75	\$ 1,554.90	\$ 81.90	
4 YD COMP	\$ 481.93	\$ 963.86	\$ 1,445.79	\$ 1,927.72	\$ 2,409.65	\$ 2,891.57	\$ 111.30	
6 YD COMP	\$ 668.17	\$ 1,336.32	\$ 2,004.50	\$ 2,672.68	\$ 3,340.85	\$ 4,008.38	\$ 245.70	
8 YD COMP	\$ 811.58	\$ 1,622.93	\$ 2,434.40	\$ 3,245.87	\$ 4,057.35	\$ 4,868.76	\$ 327.60	

EXY \$ 42.00 PER LIFT

COMMERCIAL RECYCLING		PICKUPS PER WEEK						
Size	1X	2X	3X	4X	5X	6X	EXTRA	
95g CART	\$ 25.20	\$ 50.40	\$ 75.60	\$ 100.80	\$ 126.00	\$ 252.00	N/A	
2 YD	\$ 54.56	\$ 109.12	\$ 163.67	\$ 218.02	\$ 272.79	\$ 545.58	\$ 27.30	
3 YD	\$ 81.84	\$ 163.67	\$ 245.51	\$ 327.35	\$ 409.19	\$ 818.37	\$ 40.95	
4 YD	\$ 109.12	\$ 218.23	\$ 327.35	\$ 436.46	\$ 545.58	\$ 1,091.16	\$ 54.60	
6 YD	\$ 163.67	\$ 327.56	\$ 491.02	\$ 654.70	\$ 818.37	\$ 1,636.74	\$ 81.90	
8 YD	\$ 218.23	\$ 436.46	\$ 654.70	\$ 872.93	\$ 1,091.16	\$ 2,182.32	\$ 109.20	
10 YD	\$ 272.79	\$ 545.58	\$ 818.37	\$ 654.70	\$ 1,363.95	\$ 2,727.90	\$ 136.50	
2 YD COMP	\$ 163.67	\$ 327.56	\$ 491.02	\$ 654.70	\$ 818.37	\$ 1,636.74	\$ 81.90	
4 YD COMP	\$ 327.35	\$ 654.70	\$ 982.04	\$ 1,309.39	\$ 1,636.74	\$ 3,273.48	\$ 111.30	
6 YD COMP	\$ 491.02	\$ 982.04	\$ 1,473.07	\$ 1,964.09	\$ 2,455.11	\$ 4,910.22	\$ 245.70	
8 YD COMP	\$ 654.70	\$ 1,309.39	\$ 1,964.09	\$ 2,618.78	\$ 3,273.48	\$ 6,546.96	\$ 327.60	

CONTAMINATION \$ 63.00 PER LIFT
EXTRA PICKUP \$ 13.65 PER YARD

INDUSTRIAL ROLLOFF RATES

INDUSTRIAL TRASH		Delivery	Monthly rental	Haul rate *	Disposal/ton
20 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 509.25	\$ 42.00
30 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 509.25	\$ 42.00
40 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 509.25	\$ 42.00
15 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00
20 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00
30 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00
35 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00
40 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 530.25	\$ 42.00

* Haul rate does not include any disposal tons
DRY RUN \$ 157.50 PER LIFT

INDUSTRIAL RECYCLING		Delivery	Monthly rental	Haul rate *	Disposal/ton
20YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 374.85	\$ 94.50
30 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 374.85	\$ 94.50
40 YD	OPEN TOP	\$ 131.25	\$ 131.25	\$ 374.85	\$ 94.50
15 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50
20 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50
30 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50
35 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50
40 YD COMP	COMPACTED	\$ 141.75	Negotiable	\$ 395.85	\$ 94.50

* Haul rate does not include any disposal tons
DRY RUN \$ 157.50 PER LIFT

RESIDENTIAL (NO FEES)

	BASE RATE
WEEKLY TRASH COLLECTION (TRASH/RECYCLING/BULK/YW)	\$ 15.75
ADDITIONAL SOLID WASTE CART	\$ 7.10
REPLACEMENT TRASH CART FEE	\$ 25.00
ADDITIONAL RECYCLING CART	\$ 3.08
REPLACEMENT RECYCLING CART FEE	\$ 25.00

From: Bob Scott <BScott@...>
Sent: Monday, January 0
To: Mikolajchak, Craig <C...>
Cc: Chris Landrum <clanc...>
Subject: RE: [*EXTERNAL

EFFECTIVE DATE 2/1/2024 CONTACT PHONE _____

This Message Is Fro
This message came from

Commercial * All accounts shall also be assessed a fuel surcharge in accordance with the Town's current contract