



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, July 09, 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. Recognize the Town Secretary's Office with the Texas Municipal Clerks Achievement of Excellence Award. (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 June 25, 2025 Town Council Work Session meeting. (MLS)
3. Consider and act upon the minutes from the June 25, 2024 Town Council Regular meeting. (MLS)
4. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the Town of Prosper and the City of Celina related to the median mowing and maintenance along Frontier Parkway. (DB)
5. Consider and act upon authorizing the Town Manager to approve the purchase of a striping machine and various signs, markings materials, and supplies from Centerline Supply, Inc. in the amount of \$95,000. (CJ)
6. Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to land acquisition services for the Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane projects for \$257,250. (PA)
7. Consider and act upon an ordinance amending Subsection (f) of Section 12.08.023, "Approved and Prohibited Truck Routes; Exemptions," of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances. (HW)

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:

8. Receive an update on the Freedom Fest and Celebrate Prosper events. (DB)
9. Receive an update regarding the Downtown Advisory Committee. (RB)
10. Discuss and consider Town Council Subcommittee reports. (DFB)

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

EXECUTIVE SESSION:

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

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

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

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

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, and all matter 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, July 5, 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, June 25, 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 Cameron Reeves

Council Members Absent:

Councilmember Jeff Hodges

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Hulon Webb, Engineering Director
Chris Landrum, Finance Director
Whitney Rehm, Budget Office & Grants Administrator
Scott Brewer, Interim Human Resources Director
Cindy Slate, Human Resources Manager
Dan Baker, Parks and Recreation Director
Carrie Jones, Public Works Director
Todd Rice, Communications & Media Relations Manager
Stuart Blasingame, Fire Chief
Shaw Eft, Assistant Fire Chief
Doug Kowalski, Police Chief

Items for Individual Consideration

1. Discuss the preliminary 2024-2025 fiscal year Budget. (CL)

Mr. Brewer presented a history of pay plan adjustments, the methodology being used for the proposed fiscal year salary compensation, and recommendations.

Mr. Landrum presented an overview of the General Fund highlighting the homestead exemption and tax rate.

The Town Council discussed the methodology for salary compensation, step plans, performance evaluations, and the cost impact associated with the preliminary budget.

Adjourn.

The meeting was adjourned at 6:06 p.m.

These minutes were approved on the 9th day of July 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, June 25, 2024

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 Cameron Reeves

Council Members Absent:

Councilmember Jeff Hodges

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Chris Landrum, Finance Director
Whitney Rehm, Budget Office & Grants Administrator
Hulon Webb, Director of Engineering Services
Pete Anaya, Assistant Director of Engineering, CIP
David Hoover, Development Services Director
Dan Baker, Parks and Recreation Director
Carrie Jones, Public Works Director
Todd Rice, Communications and Media Relations Manager
Skyler Sparks, Help Desk Technician
Mary Ann Moon, EDC Director
Stuart Blasingame, Fire Chief
Shaw Eft, Assistant Fire Chief
Doug Kowalski, Police Chief

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

Father Ayad with Saint Mark's Coptic Orthodox Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

The Prosper Community Library will hold its annual July 4th parade on Monday, July 1 at 10:00 a.m. around Town Hall. The event is open to families of all ages. Come join in on the fun with the library.

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

Registration is open for the Citizens Fire Academy. Classes will run for 10 weeks, every Thursday evening from 6:30 to 9:00 p.m. starting Thursday, August 1. Residents may register by visiting prosper.tx.gov/citizensfireacademy. The deadline to register is July 11 with limited space available.

A reminder that Town Hall Offices including the Prosper Community Library will be closed on Thursday, July 4 for the Independence Day Holiday. There will be no delay in trash services; Services will run as normally scheduled.

Mayor Pro-Tem and Council Members recognized Mayor Bristol's birthday.

Presentations.

1. Recognize the finalists and the winner of the Downtown Logo Competition. (RB)

Ms. Battle presented the logos from the three finalists and announced the winner of the competition. The winner's logo will be used as inspiration for future branding for the Town's Downtown.

CONSENT AGENDA:

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- 2. Consider and act upon the minutes from the June 11, 2024, Town Council Regular meeting. (MLS)**
- 3. Consider and act upon the minutes from the June 13, 2024, Town Council and Prosper Economic Development Corporation Joint Work Session meeting. (MLS)**
- 4. Consider acceptance of the May 2024 monthly financial report. (CL)**
- 5. Consider approval of revisions to the Town of Prosper Financial Policies Chapter 12-Vehicle Equipment and Replacement Fund, Chapter 13, Fund Balance Policy, Chapter 15-Debt Management Policy, Chapter 17- Financial Management Policies and the creation of a Summary of Financial Policies. (CL)**
- 6. Consider and act upon authorizing the Town Manager to approve the purchase of ClearGov Budget Suite and Digital Budget Book Software in the amount of \$42,500. (CL)**
- 7. Consider and act upon authorizing the Town Manager to approve the purchase of meter transmission units (MTUs), data collector units (DCUs) and related meter parts for use with water meters from Aclara Technologies, LLC, in the amount of \$150,000. (CJ)**
- 8. Consider and act upon authorizing the Town Manager to approve the purchase of nine (9) Motorola In-Car Video Systems (MVRs) from Motorola Solutions, Inc. for Police Department Patrol Vehicles for \$78,044. (DK)**

9. **Consider and act upon Resolution 2024-46 authorizing the Town Manager, and/or his/her designee, to apply for three 2024 Collin County Project Funding Assistance Program Grants for the Pecan Grove Trail, Raymond Community Park Trail, and Whitley Place Pavilion projects, and approve the authorization to accept the three 2024 Collin County Project Funding Assistance Program Grants, if awarded. (DB)**
10. **Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Teague Nall and Perkins, Inc. and the Town of Prosper, Texas, for design services and preparation of construction documents for the Downtown Park Project (Project #2319-PK) for \$105,700. (DB)**
11. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the Coleman Street (First Street – Gorgeous Road) project for \$660,000. (PA)**
12. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to the design of the Custer Road 6MG Ground Storage Tank project for \$599,500. (PA)**

Mayor Bristol requested to pull item 4.

Mayor Pro-Tem Ray made a motion to approve items 2, 3, and 5 through 12. Councilmember Reeves seconded the motion. Motion carried with a 6-0 vote.

Regarding item 4, Mayor Bristol acknowledged where the Town was to date regarding the financials.

Councilmember Reeves made a motion to approve item 4. Mayor Pro-Tem Ray seconded the motion. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

13. **Consider and act upon authorizing the Town Manager to execute documents for the emergency repair of Coit Road north of First Street for \$74,163.52. (HW)**

Mr. Webb presented the item noting the substantial damage that occurred due to the heavy rains and the immediate response by Sinacola to repair the road.

Mayor Bristol recognized Brad Missler and Mike Sinacola from Sinacola and expressed appreciation for their quick turnaround and for getting the road opened back up in such a timely manner.

Councilmember Kern made a motion to approve item 13 as presented. Deputy Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

14. **Consider and act upon Ordinance 2024-47 establishing a Homestead Tax Exemption. (CL)**

Mr. Landrum presented a history of the Town's homestead exemption rates and provided a comparison to benchmark cities. He noted the Finance Subcommittee met and recommended raising the homestead exemption rate to 17.5%.

Mayor Pro-Tem Ray made a motion to approve Ordinance 2024-47 establishing a Homestead Tax Exemption of seventeen and a half percent (17.5%). Councilmember Kern seconded the motion. Motion carried with a 6-0 vote.

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

Downtown Advisory Committee: Mayor Pro-Tem Ray noted the Downtown Advisory Committee has been meeting with consultants and collaborating in a charrette for the possible designs for Downtown Prosper. Councilmember Reeves added his appreciation for the thought process of all those participating and the quick turnaround of the proposed drawings.

Finance Subcommittee: Councilmember Kern noted the subcommittee discussed the Compensation Study, alternate Capital Improvement Projects (CIP), the Homestead Tax exemption, and financial policies.

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

The Town Council recessed into Executive Session at 6:46 p.m.

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

The Town Council reconvened into Regular Session at 8:06 p.m.

Mayor Pro-Tem Ray made a motion to appoint Don Perry to the Downtown Advisory Committee. Deputy Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

Adjourn.

The meeting was adjourned at 8:07 p.m.

These minutes were approved on the 9th day of July 2024.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Parks and Recreation Director

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

Re: Interlocal Agreement with the City of Celina for Median Mowing and Maintenance along Frontier Parkway Medians

Town Council Meeting – July 9, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between the Town of Prosper and the City of Celina related to the median mowing and maintenance along Frontier Parkway.

Description of Agenda Item:

On May 14, 2024, the Town Council approved the contractor, V&A Landscape and Lawn to provide median maintenance services in the amount of \$60,200. The Interlocal Agreement for consideration will allow the costs for these services to be shared with the City of Celina. This is a cooperative procurement process, with the Town of Prosper serving as the lead agency on behalf of the Town of Prosper and the City of Celina. The Town of Prosper will administer the contract on behalf of both entities and process payments. The Town of Prosper will invoice the City of Celina for 50% of the cost of services twice per Fiscal Year.

Budget Impact:

This item has been budgeted and approved through Parks Contract Services, 100-5480-60-02.

This agreement will result in a savings to the Town in the amount of \$30,100 via reimbursement from the City of Celina.

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. Interlocal Agreement

Town Staff Recommendation:

Town Staff recommends the Town Council authorize Town Manager to execute an Interlocal Agreement between the Town of Prosper and the City of Celina related to the median mowing and maintenance along Frontier Parkway.

Proposed Motion:

I move to authorize the Town Manager to execute an Interlocal Agreement between the Town of Prosper and the City of Celina related to the median mowing and maintenance along Frontier Parkway.

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND
THE CITY OF CELINA, TEXAS, FOR MEDIAN MOWING AND MAINTENANCE
ALONG FRONTIER PARKWAY**

THIS INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND THE CITY OF CELINA, TEXAS, FOR MEDIAN MOWING AND MAINTENANCE ALONG FRONTIER PARKWAY ("Agreement") is made and entered into by and among the **TOWN OF PROSPER, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Prosper," and the **CITY OF CELINA, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "Celina." Prosper and Celina may from time to time herein be referred to collectively as "Parties" and individually as a "Party." The effective date of this Agreement is the date that the last of the Parties has executed the Agreement, after approval from their respective governing bodies (the "Effective Date").

WHEREAS, the Interlocal Cooperation Act ("Act"), codified at Chapter 791 of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, pursuant to Section 791.032 of the Act, with the approval of the governing body of a municipality, a local government may enter into an interlocal agreement with another municipality to finance the maintenance of streets in the municipality; and

WHEREAS, Prosper and Celina are political subdivisions of the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens and users; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, the Act for the performance of governmental functions and services; specifically, Frontier Parkway Median Mowing and Maintenance (the "Project"), depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes; and

WHEREAS, Prosper and Celina have determined that the Project may be completed most economically by implementing this Agreement; and

WHEREAS, each of the Parties has current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

**I.
TERM; TERMINATION**

This Agreement is effective from the Effective Date for a period of one (1) year; however, the initial term of this Agreement will automatically be extended for successive one-year periods thereafter, unless any Party gives written notice to the other Parties to the contrary not less than ninety (90) days prior to the expiration of the then-current term. Notwithstanding the foregoing,

however, this Agreement may be terminated by any Party, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, by giving the other Parties at least ninety (90) days' prior written notice of the termination date, in which event this Agreement shall terminate as to all Parties as of such termination date.

II. ROLES AND RESPONSIBILITIES OF THE PARTIES

2.1. Existing Median and Maintenance

- A. Prosper shall maintain the Project, including all median and island areas but excluding paved areas intended for vehicular travel, in a functional and aesthetically pleasing condition (collectively, "Existing Median Maintenance"). The Existing Median Maintenance for landscape elements shall include mowing, edging, blowing and trash pickup.
- B. Prosper and Celina have agreed to the proposed maintenance services that will be provided by one or more private contractors. Prosper executed a contract with such contractor(s) in accordance with Prosper's purchasing requirements, Exhibit B, attached hereto and incorporated by reference. In the event that additional, "on-demand" work is required in excess of the contract amounts due to seasonal conditions or excess trash, each Party shall be responsible for its proportionate cost thereof based on pricing submitted pursuant to Exhibit B. More particularly, pursuant to calculations based on said Exhibit B, Prosper will be responsible for 50% and Celina 50% of the total costs of the proposed maintenance services and any additional, "on-demand" work. Prosper will work with Celina prior to authorizing such "on-demand" work.
- C. Celina shall designate a program liaison who will coordinate with Prosper's designated liaison(s) appointed to manage the Project.
- D. Celina agrees to provide payment of the agreed upon portion of the total costs upon receipt of a detailed invoice from Prosper including the fixed maintenance cost and any additional pre-approved "on-demand" work. Payment will be remitted to Prosper on a quarterly basis with the initial payment beginning 30 days after the date of this executed agreement by both parties.

III. CONSIDERATION

The Parties acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of a Party shall be subject to approval by each Party's governing body. In the event that a Party's governing body does not approve the appropriation of funds required to be paid under this Agreement, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the Parties shall have no further obligations hereunder, but the Party responsible for payment shall be obligated to pay all charges incurred by the Party to whom payment must be

made through the end of that fiscal year provided that the Party to whom payment must be made is not in breach of this Agreement.

IV. RELEASE AND HOLD HARMLESS

TO THE EXTENT ALLOWED BY LAW, AND WITHOUT WAIVING GOVERNMENTAL OR SOVEREIGN IMMUNITY, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

THIS INDEMNIFICATION CLAUSE IS VALID ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, PARTICULARLY SECTION 7 OF ARTICLE XI OF THE TEXAS CONSTITUTION, AND WITH THE MUTUAL UNDERSTANDING THAT THE PARTIES ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.

V. INDEPENDENT CONTRACTOR

Each Party covenants and agrees that each Party is an independent contractor of the other Parties and not an officer, agent, servant or employee of any other Party and that nothing herein shall be construed as creating a partnership or joint enterprise between or among any Party.

VI. NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties named below:

Celina Representative:

City of Celina
Attn: Robert Ranc
City Manager
142 N Ohio
Celina, TX 75009

Prosper Representative:

Town of Prosper
 Attn: Mario Canizares
 Town Manager
 250 W. First Street
 Prosper, TX 75078

**VII.
 AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

- Prosper has executed this Agreement pursuant to duly authorized action of the Prosper Town Council on _____, 2024.
 - Celina has executed this Agreement pursuant to duly authorized action of the Celina City Council on June 11, 2024.
- . Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

**VIII.
 SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, any Party may terminate this agreement by giving the other Parties thirty (30) days written notice.

**IX.
 VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Collin County, Texas, and Denton County, Texas, and if legal action is necessary, venue shall lie in either Collin County, Texas, or Denton County, Texas.

**X.
 INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by Celina, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for or against any Party.

XI. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. No Party will assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

XIII. IMMUNITY

It is expressly understood and agreed that, in the execution and performance of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

XIV. MULTIPLE COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

XV. ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof and may only be modified in a writing executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing below:

CITY OF CELINA, TEXAS

By: Robert E. Ranc

Name: Robert Ranc

Title: City Manager

Date: 6/11/24

ATTEST:

By: Larissa Vanecko

City Secretary

APPROVED AS TO FORM AND LEGALITY:

By: Julie Fort

Name: Julie Fort

Title: City Attorney

Date: 6.11.2024

TOWN OF PROSPER, TEXAS

By: _____

Printed Name: Mario Canizares

Title: Town Manager

Date: _____

ATTEST:

By: _____

Name: Michelle Lewis Sirianni

Title: Town Secretary

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____

Name: Terrence S. Welch

Title: Town Attorney

Date: _____

Exhibit A
Project



Exhibit B
Contract for Services

TOWN OF PROSPER
CONTRACT FOR SERVICES
RFP 2024-16-A FRONTIER PARKWAY MEDIAN MOWING AND MAINTENANCE

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **V&A Landscape and Lawn** ("Contractor"). The Town and Contractor agree:

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

Contract for Services
 Bid No. 2024-14-A
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11. **INDEMNIFICATION.** As specified in Exhibit A.
12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee, or agent.
13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine, and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.
14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability, or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability, or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

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

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

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

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

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

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

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

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

Contract for Services
 Bid No. 2024-14-A
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Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

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

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

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

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

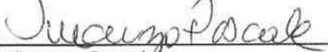
Contract for Services
Bid No. 2024-14-A
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Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

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


AGREED TO BY:

V&A LANDSCAPE AND LAWN

By: 
Vincenzo Pascale

Date: 3-28-2024

TOWN OF PROSPER, TEXAS

By: 
Mario Canizares
Town Manager

Date: 5/14/2024

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Exhibit A

Town of Prosper
Request for Proposal No. 2024-16-A
Frontier Parkway Median Mowing and Maintenance

I. Introduction

The Town of Prosper is soliciting proposals for the maintenance of medians located on East Frontier Parkway and West Frontier Parkway from Preston Road to Dallas North Toll Road, within the Town of Prosper and the City of Celina, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value, as determined by the evaluation criteria as stated herein.

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

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

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

The questions deadline is March 12, 2024, at 12:00PM. The RFP is due on March 19, 2024, by 2:00PM and must be submitted through Ionwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting
 Join on your computer, mobile app or room device
[Click here to join the meeting](#)
 Meeting ID: 299 848 438 754
 Passcode: hD3gfB

II. Scope of Services

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

A. Turf Maintenance

1. All turf areas will be mowed, edged, trimmed and blown for each scheduled cycle during the growing season, and as needed during the non-growing season. The railroad overpass grass areas are to be included.
2. All major turf areas will be mowed with commercial walk-behind and/or riding mowers.
3. In areas where heavier equipment could potentially damage the turf, line trimmers will be operated.

4. Pre-emergent will be applied once in the Fall and once in the Spring. Post-emergent will be applied 3 to 4 times throughout the growing season.
5. Ant bait/treatment will be applied once per month as needed March through November

B. Edging

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

C. Trash and Debris Removal

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

D. Other Conditions

1. Unless otherwise instructed, the successful vendor(s) shall accomplish all tasks listed on a regular schedule, as agreed upon by the proposer and the department representative. Any variance from the prescribed schedule will require a minimum of twenty-four hour advance notification to the designated department representative. All mowing is to be accomplished Monday through Saturday, between the hours of 7am-7pm, weather permitting. It will be considered a breach of the contract if the schedule is repeatedly missed.
2. The successful vendor(s) will be required to send an e-mail to a designated Town department representative to report proposed schedules and work accomplished every week that maintenance is accomplished under this agreement. The vendor will be responsible for notifying Town personnel when they are onsite. Failure to follow this will result in a no payment for that week.
3. The successful vendor(s) shall set mowing equipment to a height no less than 2 ½" unless otherwise instructed by the designated Town department representative. All changes in the mowing height are to be approved by the Town department representative. In an effort not to bag lawn clippings, mulching mowers are preferred over mowers that throw clippings into rows.
4. If the mowing and/or maintenance is unsatisfactory, the Town reserves the right to reduce payment by 50%.
5. The successful vendor(s) shall furnish all supplies, tools, and equipment to be used on the job.
6. The successful vendor(s) shall comply with all applicable governmental laws and regulations.
7. The Town shall not be liable for any loss or damage sustained by the successful

vendor(s). The successful vendor(s) shall save the Town whole and harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with the performance of work under this agreement. The successful vendor(s) shall exercise every necessary precaution for the safety of the worksite and the protection of any and all persons and/or property located adjacent to or making passage through the work site.

8. The successful vendor(s) shall fill out invoice forms for monthly payments.
9. The successful vendor(s) shall operate as an independent contractor and not as an agent, representative, partner, or employee of the Town, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful vendor(s) employees or agents.
10. Unit prices are to reflect the charges for mowing and associated tasks at each location.
11. A proposal constitutes understanding and acceptance of all terms, conditions, instruction, glossary, specifications, forms, and statements contained in this proposal document.
12. The successful vendor(s) shall exercise extreme caution while working on medians, roadsides, and high traffic areas. TX DOT approved safety vests, traffic cones, and "men working" signage are required when crews are working in any traffic situations.
13. The Town representatives reserves the right to cancel scheduled mowing cycles on a week-to-week basis, based upon need, prevailing weather conditions, and available funding.
14. The service will be monitored by the Town of Prosper Park and Recreation staff. Contact information will be provided to the successful vendor(s).
15. Responses shall include a complete "list of machinery and equipment available" in order to determine whether or not the vendor can adequately perform the necessary work. All equipment the vendor anticipates committing to this contract, if awarded, should be included on the Machinery and Equipment Worksheet (Attachment B). Past experience has shown that it is absolutely essential to have adequate back-up equipment in reserve to allow for breakdowns.
 - a. Insufficient and/or inadequate equipment as determined by the Town is cause for rejection of a proposal.
 - b. All mowers will be finish mowers.
 - c. No tractor drawn mowers will be allowed, unless approved by Parks and Recreation staff.
 - d. Contractor equipment must be maintained in good operating condition and in sufficient quantities to adequately perform all services.

- e. The contractor is responsible for performing scheduled maintenance on all equipment used for the contract. As part of his proposal the contractor must submit proof of an active Preventative Maintenance Equipment Program. Proof of an active and successful Preventative Maintenance Program will be used in evaluation of the proposal.
- 16. It is mandatory that a review of the contracted area be conducted prior to award of contract. The review shall be attended by the recommended vendor(s) and the Town department representative.
- 17. Ozone Alert Days: On ozone alert days, vendor(s) is required to refrain from mowing until after 10 A.M., unless diesel powered equipment is used. The North Texas Clean Air Coalition offers an ozone alert hotline at 1-800-960-4247. This number can be called daily for current ozone conditions. It is the responsibility of the successful bidder to be aware of ozone alert conditions. Failure to comply with these standards will be grounds for the following:
 - a. The first offense will result in a verbal warning.
 - b. The second offense will result in a written warning.
 - c. The third offense will result in contract termination.
- 18. After abundant rainfall, it may be necessary to mow selected areas twice per week in lieu of the specified once per week. Town personnel will determine if needed.
- 19. Hazardous Conditions
 - a. The successful vendor(s) will be required to notify the Town department representative immediately of any hazardous conditions and/or damaged Town property prior to leaving the work site. Contact information will be provided to the successful vendor(s).
- 20. Concurrent Contracts
 - a. In the event that any one vendor shall receive contracts for mowing in more than one project area, work shall proceed simultaneously in all such areas assigned.
- 21. Supervision of Work Crew
 - a. The successful vendor(s) shall provide supervision of all work crews at all times while performing work under this contract.
 - b. Personal supervision is not required, provided that communication equipment or other means are provided that enable the work crew to communicate with the successful vendor(s) at all times.
 - c. Each work crew shall have a designated person on the work site that has the authority to respond to inquiries about work details or priorities in English.

- d. The successful vendor(s) shall provide the Town department representative with the name and phone number of a designated contact person available during normal business hours.

22. Safety Program

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

23. Additional Reporting and Notifications

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

III. Glossary of Terms

- A. Mowing project area shall refer to specific geographic area(s) of the Town designated to receive specified mowing and related services.
- B. Maintenance schedule shall mean the time periods established by the Town for the project year within which all prescribed maintenance activities for each area shall be completed. The successful bidder and area Inspector will agree on a regular day and time for maintenance at each location. If the successful bidder expects to vary from the schedule, he/she shall notify area Inspector 24 hours in advance, so work completion can be inspected in a timely manner.
- C. Concurrent shall refer to all mowing, trimming, edging, and litter removal on any given item being completed on the same day. Should a given area be too large to complete in a single day, any areas that have been mowed must be trimmed, edged, and litter removed on the same day the mowing occurs.
- D. Monthly billing cycle shall refer to each time period in the mowing schedule for the project year. Each time period is defined by a beginning and ending date, in which all prescribed maintenance activities for each area shall be completed.
- E. Inclement weather shall mean rainy weather or when the condition of the soil is such that the rutting of property will not allow cutting of grass to be accomplished satisfactorily.
- F. Trash and litter shall mean any debris, regardless of size or type, within the mowing project area

such as paper, cans, bottles, limbs, rocks, etc., which is not intended to be present as part of the landscape. Inclusive of the entire project area including streets, sidewalks, curbs, hillsides, ditches, etc. Removal of debris will require sweeping of hard surface areas such as sidewalks, if applicable.

- G. Trimming shall refer to the cutting or removal of all plant materials immediately adjacent to or under Town structures, trees, poles, tables, signs, fences, shrub beds, or other structures if applicable.
- H. Edging shall refer to the vertical removal of any and all plant material which encroaches over or onto sidewalks, curbs, steps, driveways, and pavements. Edges shall be vertical, minimum depth of 1", and minimum width of 1/4". This task must be done neatly to present a clean, crisp appearance, having a smooth line. Line trimmer accepted along fences and poles.
- I. Monofilament Trimming shall refer to trimming grass around fences, buildings, tree wells and posts. Do not directly use around the trunks of trees.

IV. Insurance

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

V. Questions Deadline

The Town of Prosper requires that all questions relating to this bid be submitted in writing to Jay Carter, at purchasing@prospertx.gov or through IonWave by **12:00pm on Tuesday, March 12, 2024**. **No questions will be answered over the phone.** Questions in regard to the specifications will only be accepted until the stated deadline.

VI. Submittals

The preferred method for submissions is through IonWave. Submittals will be due on March 19, 2024, by 2:00PM.

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

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 299 848 438 754
Passcode: hD3gfB

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

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

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

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

Include any additional information that you feel will assist the Town in the selection process.
- F. Additional Forms
 - 1. Proof of Insurance
 - 2. Certification Form

VII. Evaluation Criteria

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

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

- A. Cost as evidenced in VI. Submittals, Section A. (30%)
- B. Equipment as evidenced in VI. Submittals, Section B. (15%)
- C. Staffing as evidence in VI. Submittals, Section C. (20%)
- D. Work History and References as evidenced in VI. Submittals, Section D. (20%)

E. Ability to meet the Town's needs, as evidenced in VI. Submittals, all sections (15%)

EXHIBIT A

The mowing and other services will start at South Preston Road and East Frontier Parkway and end at West Frontier Parkway and Dallas North Tollway



EXHIBIT B

INSURANCE REQUIREMENTS GENERAL SERVICES

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

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages:
 - a. The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor, products and completed

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

- b. The vendor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Attachment A Pricing Worksheet

Frontier Parkway Median Mowing and Maintenance

Base Proposal	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total:
1. Turf Mowing and Maintenance	*	*	2	4	4	4	2	2	2	2	2	*	24

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

*Trash and debris removal only

Base Proposal

1. Turf Maintenance

All turf areas will be mowed, edged, trimmed and blown per the schedule above. Price per cycle includes litter and debris removal service on same day. If additional cycles are necessary during growing or non-growing seasons, the same services will be performed by the end of the next day following the request, at the per cycle rate proposed. This area is to include the railroad overpass grass areas.

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

2. Trash and Debris Removal

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

Total Cost for Trash and Debris removal: \$ _____ x 132 = Annual Cost: \$ _____

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

Grand Total Annual Cost: \$ _____

4. Pricing

Pre-Emergent Treatment

Spray pre-emergent to medians, from Custer to East Frontier Parkway Lane to Dallas North Tollway on all medians two times per year, after first mowing.

Unit Price per Service: \$ _____

Post Emergent Treatment

Spray or pull any visible weeds from cracks in concrete once per month. Turf spray any visible weeds once per month March through November.

Unit Price per Service \$ _____

Ant Bait/Treatment

Ant bait and ant mound treatments once per month as needed March through November.

Unit Price per Service \$ _____

Attachment B
Machinery and Equipment List Worksheet

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

NO. OF UNITS	TYPE OF EQUIPMENT

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

Attachment C Vendor Information Form

VENDOR INFORMATION

Number of employees: Full time _____

Number of employees: Part time: _____

Length of time in business: _____

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

VENDOR CONTACTS

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

Company Representative: _____

Company Telephone Number (including are code): _____

Emergency Telephone Number (including are code): _____

SUBCONTRACTOR INFORMATION

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

Name: _____

Type of Work: _____

Amount: _____

Portion of work by proposer: _____ %

Portion of work by sub-contractor: _____ %

Attachment D References

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

Company Name: _____
 Contact Name: _____
 Address: _____

 Phone: _____
 Fax: _____
 Effective Dates: _____
 Description of Services: _____

Company Name: _____
 Contact Name: _____
 Address: _____

 Phone: _____
 Fax: _____
 Effective Dates: _____
 Description of Services: _____

Company Name: _____
 Contact Name: _____
 Address: _____

 Phone: _____
 Fax: _____
 Effective Dates: _____
 Description of Services: _____

**Town of Prosper
RFP No. 2024-16-A
Frontier Parkway Median Mowing and Maintenance
Certification Form**

Company Information

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

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, Zip: _____

Principal Place of Business Phone Number: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, Zip: _____

Tax Identification No: _____

Addendums

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

Add. No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

Certification

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this proposal, constitutes a contract.

The individual signing this proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

Authorized Representative:

Signature _____ Date _____

Printed Name _____

Title _____

Email Address _____

Exhibit B



2024-16-A Addendum 1 V&A Landscape and Lawn Supplier Response

Event Information

Number: 2024-16-A Addendum 1
 Title: Frontier Parkway Median Mowing and Maintenance
 Type: Request for Proposals
 Issue Date: 3/3/2024
 Deadline: 3/19/2024 02:00 PM (CT)
 Notes: The Town of Prosper is soliciting proposals for the maintenance of medians located on East Frontier Parkway and West Frontier Parkway from Preston Road to Dallas North Toll Road, within the Town of Prosper and the City of Celina, as described in the following specifications. The initial term of the contract will be one (1) year, with four optional, one-year renewal periods. The contract will be awarded to the vendor(s) providing the best value, as determined by the evaluation criteria as stated herein.

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

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

on the Town. Prices will be held firm during the contract period.

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

The questions deadline is March 12, 2024, at 12:00PM. The RFP is due on March 19, 2024, by 2:00PM and must be submitted through Ionwave. Submission names will be read at 3:00PM.

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 299 848 438 754
Passcode: hD3gfB

Contact Information

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

V&A Landscape and Lawn Information

Address: 8287 Falcon Ct
Prosper, TX 75078
Phone: (214) 675-6103
Toll Free: (214) 675-6103
Email: valandscapeandlawn@gmail.com

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

Vincenzo Pascale

Signature

Submitted at 3/18/2024 10:50:25 AM (CT)

valandscapeandlawn@gmail.com

Email

Supplier Note

It a pleasure working for the Town of Prosper , Thank you for the opportunity. Vincent Pascale

Requested Attachments

CIQ-2021 (Conflict of Interest Form)

Scan0980.pdf

CIQ-2021 (Conflict of Interest Form)

RFP Submission

Scan0979.pdf

All documents related to RFP in one file

Bid Attributes

1 Terms and Conditions Acknowledgement

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

☒ I Agree

2 Certification

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

☒ I Agree

3 Addendum No. 1

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

☒ I Agree

4	Addendum No. 2 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
5	Addendum No. 3 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
6	Addendum No. 4 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 4 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree
7	Addendum No. 5 By checking this box, vendor acknowledges receipt and understanding of Addendum No. 5 (if issued by the Town of Prosper). <input type="checkbox"/> I Agree

Bid Lines

1	Turf Maintenance Service and mowing including the railroad overpass grass areas		
	Quantity: <u>24</u>	UOM: <u>EA</u>	Unit Price: <u>\$1,350.00</u> Total: <u>\$32,400.00</u>
2	Litter and Debris removal for all non-mowing days (52 weeks x 3 times per week=156-24 mowing days = 132). This includes the railroad overpass grass areas.		
	Quantity: <u>132</u>	UOM: <u>EA</u>	Unit Price: <u>\$75.00</u> Total: <u>\$9,900.00</u>
3	Apply 2 pre-emergent treatments		
	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <u>\$2,000.00</u> Total: <u>\$4,000.00</u>
4	Apply 2 post-emergent treatments		
	Quantity: <u>2</u>	UOM: <u>EA</u>	Unit Price: <u>\$2,000.00</u> Total: <u>\$4,000.00</u>
5	Apply ant bait/mound treatments once per month as needed March through November		
	Quantity: <u>9</u>	UOM: <u>EA</u>	Unit Price: <u>\$1,100.00</u> Total: <u>\$9,900.00</u>

Response Total: \$60,200.00



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Public Works Director

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

Re: Authorize Purchase of Striping Machine

Town Council Meeting – July 9, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to approve the purchase of a striping machine and various signs, markings materials, and supplies from Centerline Supply, Inc. in the amount of \$95,000.

Description of Agenda Item:

The Town utilizes Centerline Supply, Inc. to purchase various equipment, materials and supplies to be used in the day-to-day operations of the signs and signals division within Public Works. This material and equipment includes, but is not limited to, pre-fabricated signs, paint, stencils and sign posts.

In addition to the various materials and supplies, staff is requesting to purchase a new striping machine. The current striping machine is approximately 8 years old and in disrepair. The new striping machine will have dual spray heads that can spray simultaneously, saving time, material and traffic congestion in the project areas. The striping machine that has been quoted will meet all MUTCD requirements to place striping on various roadways.

Centerline Supply, Inc. is approved through the purchasing cooperative BuyBoard (contract #703-23). If approved, this will ensure the availability of materials and supplies through the remainder of the fiscal year as well as the purchase of an upgraded striping machine.

Budget Impact:

The total cost for these items throughout the fiscal year is \$95,000 and is budgeted in the existing streets budget.

Attached Documents:

1. Striping Machine Quote

Town Staff Recommendation:

Town staff recommends Town Council authorize the purchase of a striping machine and various signs, markings materials, and supplies from Centerline Supply, Inc. in the amount of \$95,000.

Proposed Motion:

I move to authorize the purchase of a striping machine and various signs, markings materials, and supplies from Centerline Supply, Inc. in the amount of \$95,000.



Quote

Centerline Supply, Inc.
530 Jesse Street
Grand Prairie, TX 75051
United States
P: (800) 321-1751

Quote Number: QTE0035115

Quote Date: 06/11/24

Prepared By: cmurchison

Sales Rep: TNICHOLS

BILL TO:

PROSPER, TOWN OF
PO BOX 307
PROSPER TX 75078

SHIP TO:

PROSPER, TOWN OF
CPU @ GP
PROSPER TX 75078

Notes: BUYBOARD CONTRACT # 703-23

(972) 346-2640

Customer P.O.	Ship VIA	Terms	Shipping Terms
ALEX	CPU	NET30	CPU

Item Number	Ordered	Unit	Price	Extended Price
51 17H-453	1	EA	\$11,537.00	\$11,537.00
50C [E] STRIPING MACHINE-LINELAZER V 3900 2 GUNS - 2 GUN AUTOMATIC				
51 262-005	1	EA	\$8,563.15	\$8,563.15
50C [E] LINEDRIVER-HEAVY DUTY MODEL				

Quotations are valid for 30 days from the date of quotation.

Signature: _____

Printed Name: _____

Net Order:	\$20,100.15
Discount %	10%
Less Discount:	\$2,010.02
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$18,090.13

WE NOW OFFER CUSTOM VINYL DECALS, FLEET GRAPHICS, WINDOW PRINT FILMS, AND MORE!

1.5% FINANCE CHARGE FOR INVOICES OVER 30 DAYS. Terms & Conditions Apply.

CENTERLINE SUPPLY, INC. - TOLL FREE (800) 321-1751 - SALES@CLSUSA.COM



ENGINEERING SERVICES

To: Mayor and Town Council

From: Pete Anaya, P.E., Assistant Director of Engineering – Capital Projects

**Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Hulon T. Webb, Jr., P.E., Director of Engineering Services**

**Re: Contract Amendment No. 2
Coleman Street – Gorgeous Road to Talon Lane**

Town Council Meeting – July 9, 2024

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to land acquisition services for the Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane projects for \$257,250.

Description of Agenda Item:

At the February 22, 2022, Town Council meeting, the Town Council approved a Professional Engineering Services Agreement with Garver, LLC, in the amount of \$861,420.50 for the design of the Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane projects (2141-ST & 2142-ST).

Contract Amendment No. 1 was approved on May 29, 2024, in the amount of \$13,440 to add the eastbound right turn lane at the intersection of Prosper Trail and Coleman Street into the 2141-ST & 2142-ST project. This additional scope item will improve the functionality of the ultimate intersection.

Contract Amendment No. 2 for \$257,250 will add land acquisition services to the Garver, LLC, professional engineering services agreement. These land acquisition services include appraisal / property valuation, title / title abstracts, negotiation / acquisition offers, relocation services, closing services, and support for Town condemnation process (if necessary to acquire). By combining these previously separate services under the same contract, this additional scope should improve the efficiency of the overall land acquisition process, which requires a significant commitment of time and resources.

Budget Impact:

The cost for Contract Amendment No. 2 is \$257,250, and is budgeted in Account No. 750-5405-10-00-2141-ST.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard Contract Amendment as to form and legality.

Attached Documents:

1. Contract Amendment No. 2
2. Location Map

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to land acquisition services for the Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane projects for \$257,250.

Proposed Motion:

I move to authorize the Town Manager to execute Contract Amendment No. 2 to the Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to land acquisition services for the Coleman Street from Gorgeous Road to Prosper Trail and Coleman Street from Prosper Trail to Talon Lane/Amberly Lane projects for \$257,250.

CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2141-ST COLEMAN STREET RECONSTRUCTION AND WIDENING – FROM GORGEOUS ROAD TO
PROSPER TRAIL
PRJ # 2142-ST COLEMAN STREET WIDENING – FROM PROSPER TRAIL TO TALON LANE/AMBERLY LANE

This Contract Amendment for Professional Engineering Services, hereinafter called "Amendment," is entered into by the **Town of Prosper, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and **GARVER, 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, the Town previously engaged the services of the Consultant to **Coleman Street Reconstruction and Widening – from Gorgeous Road to Prosper Trail (PRJ# 2141-ST)** and **Coleman Street Widening – from Prosper Trail to Talon Lane/Amerly Lane (PRJ# 2142-ST)**, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about February 22nd, 2022, in the amount of Eight Hundred Sixty One Thousand Four Hundred Twenty Dollars and Fifty Cents (\$861,420.50), Contract Amendment No. 1 for an additional Thirteen Thousand Four Hundred Forty Dollars (\$13,440.00) and approved on or about May 29, 2024 for a total contract amount of Eight Hundred Seventy Four Thousand Eight Hundred Sixty Dollars and Fifty Cents (\$874,860.50), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to:

1. Provide right-of-way acquisition and relocation services in conjunction with the widening of Coleman Street in conjunction with the Town of Prosper. (See Attachment A)

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A2 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A, A1, and A2."

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of **Two Hundred Fifty Seven Thousand Two Hundred Fifty Dollars (\$257,250.00)** for the additional services as set forth and described in **Exhibit B2 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B, B1, and B2."

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting **"Eight Hundred Seventy Four Thousand Eight Hundred Sixty Dollars and Fifty Cents (\$874,860.50)"** and replacing it with: **One Million One Hundred**

Thirty Two Thousand One Hundred Ten Dollars and Fifty Cents (\$1,132,110.50).

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

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

GARVER, LLC

TOWN OF PROSPER, TEXAS

By: _____

Signature

Wendy G. Travis

Printed Name

Vice President

Title

6/3/2024

Date

By: _____

Signature

Mario Canizares

Printed Name

Town Manager

Title

Date

**EXHIBIT A2
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC
FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT
PRJ # 2141-ST COLEMAN STREET RECONSTRUCTION AND WIDENING – FROM GORGEOUS ROAD TO
PROSPER TRAIL
PRJ # 2142-ST COLEMAN STREET WIDENING – FROM PROSPER TRAIL TO TALON LANE/AMBERLY LANE**

I. PROJECT DESCRIPTION

1. Provide right-of-way acquisition and relocation services in conjunction with the widening of Coleman Street in conjunction with the Town of Prosper. (See Attachment A)

II. TASK SUMMARY

Task 9 –ROW Acquisition and Relocation Services. Property Acquisition Services, LLC to provide services as outlined in Attachment A.

Task 9 – ROW Coordination. Coordination as needed between Garver, LLC and Property Acquisition Services, LLC

III. DELIVERABLES

Task 9 – ROW Acquisition and Relocation Services Refer to Attachment A.

Task 9 – ROW Coordination N/A.

**EXHIBIT B2
COMPENSATION SCHEDULE**

CONTRACT AMENDMENT #2

BETWEEN THE TOWN OF PROSPER, TEXAS, AND GARVER, LLC

FOR THE COLEMAN STREET RECONSTRUCTION AND WIDENING PROJECT

**PRJ # 2141-ST COLEMAN STREET RECONSTRUCTION AND WIDENING – FROM GORGEOUS ROAD TO
PROSPER TRAIL**

PRJ # 2142-ST COLEMAN STREET WIDENING – FROM PROSPER TRAIL TO TALON LANE/AMBERLY LANE

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	July 2024	
<u>Task 9 –ROW Acquisition and Relocation Services</u>	June 2025	\$245,000
<u>Task 9 – ROW Coordination</u>	June 2025	\$12,250
Total Compensation		\$257,250

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
<u>None</u>	\$0,000
Total Basic Services:	\$0,000

Special Services (Hourly Not-to-Exceed)	Amount
<u>Task 9 –ROW Acquisition and Relocation Services</u>	\$245,000
<u>Task 9 – ROW Coordination</u>	\$12,250
Total Special Services:	\$257,250

Direct Expenses	Amount
<u>None</u>	\$0,000
Total Direct Expenses:	\$0,000

Attachment A

Right-of-Way
And
Acquisition Services
Proposal

For

Garver

Coleman Street Widening Project
Town of Prosper

Property Acquisition Services, LLC
12770 Coit Road, Suite 830
Dallas, TX 75251
972-490-3700 office
972-490-3719 fax

May 24, 2024

Mr. Jake Bennett, P.E., CFM
 Garver
 3010 Gaylord Parkway, Suite 190
 Frisco, Texas 75034

Re: Proposal to provide right-of-way acquisition and relocation services in conjunction with the widening of Coleman Street in conjunction with the Town of Prosper.

Dear Mr. Bennett:

Property Acquisition Services, LLC. (PAS) hereby submits this proposal per your request for the purpose of providing right-of-way acquisition and relocation services to the Town of Prosper under the terms of a Professional Services Agreement. In conjunction with the Coleman Street fee/easement acquisition, PAS submits the following pricing:

PER PARCEL FEE ACQUISITION w/ TCE/Drainage/Street Easement

Acquisition of 24 parcels @ \$5,500.00/parcel	\$132,000.00
• Scope of Service Section 4, 6 & 8	
Relocation Services: 1 parcels @ \$6,000.00/parcel	\$ 6,000.00
• Scope of Service Section 7	

TITLE/APPRAISAL PER PARCEL FEE

Title Service Costs of 24 parcels @ \$1,000.00/parcel (Initial Title commitments and curing title)	\$ 24,000.00
• Scope of Services Section 2	
Appraisal Services of 24 parcels @ \$2,500.00 ⁱ /parcel	\$ 60,000.00
• Scope of Services Section 3	

HOURLY BILLING

Condemnation/Eminent Support: 100 hours @ Hourly Rate	\$ 8,000.00
• Section 5	
Project Management: 100 hours @ Hourly Rate	<u>\$ 15,000.00</u>
Section 1 & 9	

Total Cost of Acquisition	\$ 245,000.00
----------------------------------	----------------------

Additional Services Not included in the proposal:

1. Closing costs that will be comprised of the Abstract Fee, Escrow Fee, Recording Fee and the Policy Premium will be invoiced on the settlement statement from the title company and included in the funding request for each parcel. These fees are all based of the amount of the closing and will vary per parcel.
2. If we are not successful in acquiring by deed and condemnation proceedings are necessary any expert witness/testimony, attorney fees, filing fees or any updated appraisal fees will be additional and invoiced separately.
3. If any parcels require relocation benefits to be paid to owners/tenants these funds will be requested separately from the acquisition payments of the project.

All parcels will be billed as follows:

Acquisition Fee Billing

Initial Offer	50% per parcel price
Submission of signed Deed/ Easement or Final Offer Letter	40% per parcel price
Closing Package or Submission of Condemnation Package	10% per parcel price

Relocation Fee Billing

Delivery of 90 Day Notice	50% per parcel price
Submission of First Payment Submission	40% per parcel price
Closing of File	10% per parcel price

Appraisal

Delivery of approved Appraisal	100% per parcel price
--------------------------------	-----------------------

Title Services

Obtain Title Commitment	50% per parcel price
Title Policy in the Town of Prosper Name	50% per parcel price

Hourly Billing

Sr. Project Manager.....	\$150.00/hr
Right of Way Agent.....	\$115.00/hr
Eminent Domain Specialist.....	\$80.00/hr
Clerical.....	\$60.00/hr

Thank you for allowing PAS the opportunity to submit this proposal to assist you with your right of way needs. Please contact us at (972) 490-3700 if we can answer any questions or be of further assistance.

Sincerely,



Thomas Walden

SCOPE OF SERVICES

1. Pre-Negotiation
 - a. Contact Property Owners
 1. Verify the owner's information and obtain preliminary information.
 - b. Informal Notice to Owners
 1. Mail information letter and Bill of Rights to all property owners.
2. Title/Title Abstract
 - a. Open Title Commitment/Limited Title Certificate
 1. Send metes and bounds to Title Company, or research property owner information on the County Appraisal District.
 - b. Receive & Review Title Commitment/Limited Title Certificate
 1. Make copies of commitments and all documents and create a file system.
 2. Review ownership, Schedule B, and Schedule C items.
 - c. Submit Title Commitment/Limited Title Certificate to Client and appraiser.
 - d. Agents will work to cure title concerns listed on Schedule C of the title commitment to allow for closing at a local title company.
3. Appraisal/Property Valuation
 - a. Order Appraisal
 1. Send metes and bounds and parcel sketches to appraiser to begin the appraisal process. Appraiser will send out certified contact letter and begin the appraisal process. Appraiser will afford all owners the right to meet on site during inspection. ROW agents will accompany the appraiser at initial meetings during site inspections.
 - b. Review Appraisal and Send to Client
 1. Preliminary review of appraisal and enter information into project database.
 - c. Client Approval of appraisal/property valuation
4. Negotiation
 - a. Written Offer
 1. Review the ROW-A-10 and appraisal, prepare offer and present offer along with appraisal, acquisition booklet and 90-day notice.
 - b. Negotiations, Contact, and Reports
 1. Meet with property owners over the days to discuss concerns, review information supplied by owners and review the right of way maps and schematics if necessary.
 2. Prepare negotiator logs and maintain files on the acquisition process and progress, documenting all pertinent information.



- c. Receive Counter Offer
 - 1. Review contents of counter for correct information; prepare Client forms for counter offer outlining Town's offer and property owner's request.
- d. Submit Counter Offer to Client for review
 - 1. Send packet to Client requesting review of the counter offer information.
 - 2. Client will review the information provided, including a recommendation from the provider, to determine the result of the counter offer.
- e. Receive and Send out Counter Denial Letter
 - 1. Once the counter has been denied from Client, prepare the denial of counter offer letter, along with final offer letter and deliver to owner.
- f. Final Offer
 - 1. During the 14 days of waiting for the final offer to expire, start gathering information needed to proceed to condemnation.
- 5. Condemnation
 - a. Assist the Town of Prosper's attorney as requested
- 6. Funding
 - a. Request Updated Title
 - b. Submit signed document and required information to Client for submission of check request for the deed parcel.
 - 1. Cure all title and encumbrances affecting title to property.
 - c. Attend closing on behalf of the Client at a title company or conduct a field closing.
- 7. Relocation
 - a. Perform initial interview with owner/tenants to research the needs for each business affected by the acquisition
 - b. Explain Relocation Benefits Package and Coordinate Move
 - 1. Meet with the owner/tenants and discuss the benefits they are eligible to receive.
 - c. 90-Day Notice to Displacee
 - 1. Prepare 90 Day Notice and send to owner/tenants affected by the whole acquisition along with the relocation booklet.
 - d. Issue 30-day notice
 - 1. Once the property is acquired, it is the relocation agent's responsibility to notify the owner/tenant on the parcel.
 - 2. The agent will prepare and send a 30-day notice to vacate the displacement property to each of the owner/tenants.
 - 3. The relocation agent will also confirm that the owner/tenant has also been issued a 30-day notice, through the acquisition department.
 - 4. Once the 30-day has been issued the owner/tenant will start finalizing their plans for moving and the agent will be responsible for monitoring each individual owner/tenant move.

- e. Moving and Monitoring the Move
 - 1. Obtained moving estimates on moving the personality of each owner/tenant.
 - 2. Monitor each move under the circumstance which the owner/tenant chooses to move, whether it is Actual Cost move or Negotiated Self Move.
 - 3. Receive and verify Reestablishment expenses for each of the owner/tenants. Submit the expenses for reimbursement.
- f. Submit Vacate Form to Client
 - 1. Verify vacancy and send the proper form to client on each of the owner/tenants and the owner when they have each individually vacated the parcel.
- g. Process Moving Reimbursement
 - 1. Agent will process the paperwork necessary to reimburse the owner/tenants for any moving and reestablishment benefits they are entitled to.
 - 2. Once the checks are received from the Client, a separate agent not affiliated with this parcel will deliver the check to the displacee and get a receipt signed for delivery of the check.
- h. Deliver the check receipt to Client
 - 1. Submit closing package to the Client.
- 8. Closing Service
 - a. Compile all documents and submit closing package to the Client
 - 1. Review all files, compile all documentation and present the final file to the Client.
- 9. Project Management
 - a. Create a cost analysis for proposed right of way parcels based on the CAD tax rolls
 - 1. Compile data and create a spreadsheet to establish a cost basis for the proposed right of way.
 - b. Build database to track project
 - c. Create working files for each parcel
 - d. Attend status meetings

ⁱ Appraisal fee is based on an average of different property types. The appraiser has agreed to hold the fees the same for all parcels if awarded the project.

LOCATION MAP

Coleman Street

Gorgeous Road to Prosper Trail / Prosper Trail to Talon Lane





ENGINEERING SERVICES

To: Mayor and Town Council

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

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

Re: Ordinance Amending Truck Routes

Town Council Meeting – July 9, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending Subsection (f) of Section 12.08.023, "Approved and Prohibited Truck Routes; Exemptions,," of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances.

Description of Agenda Item:

On November 28, 2023, the Town Council approved an ordinance amending the truck routes and updating the list of street segments where commercial through truck traffic was prohibited. It has recently been discovered that a street segment is missing from the list. That street segment is Coit Road from US 380 to Frontier Parkway (FM 1461) and was included as a prohibited truck route in the original ordinance adopted in 2015.

While not part of the proposed ordinance, the map attached to this agenda item is the same map that was included in the November 28, 2023, agenda item which shows the intended street segments revised for both the designated truck routes (in green), and all prohibited truck routes (in red). Coit Road from US 380 to Frontier Parkway (FM 1461) is shown in red.

The intent of the attached ordinance is to add Coit Road from US 380 to Frontier Parkway (FM 1461) back onto the list of prohibited truck routes as included in the original 2015 ordinance and mistakenly omitted in the 2023 update.

Budget Impact:

There is no cost associated 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.

Attachments:

1. Ordinance
2. Trucks Prohibited Route Map

Town Staff Recommendation:

Town Staff recommends that the Town Council approve an ordinance amending Subsection (f) of Section 12.08.023, "Approved and Prohibited Truck Routes; Exemptions,." of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances.

Proposed Motion:

I move to approve an ordinance amending Subsection (f) of Section 12.08.023, "Approved and Prohibited Truck Routes; Exemptions,." of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING SUBSECTION (F) OF SECTION 12.08.003, "APPROVED AND PROHIBITED TRUCK ROUTES; EXEMPTIONS," OF ARTICLE 12.08, "TRUCK ROUTES," OF CHAPTER 12, "TRAFFIC," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING COIT ROAD TO THE LISTING OF STREETS AND ROADWAYS LISTED THEREIN; MAKING FINDINGS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town previously has expressed serious concerns about the safety of its residents and the traveling public due to the truck and other commercial vehicle traffic on certain street segments within the Town, and wishes to provide additional safety for its residents and the traveling public; and

WHEREAS, on or about November 28, 2023, the Town adopted Ordinance No. 2023-79, which provided, in subsection (f) of Section 12.08.003, a listing of streets and roadways, or portions thereof, where commercial motor vehicles were prohibited; and

WHEREAS, Coit Road was inadvertently excluded from the listing of streets and roadways contained in Subsection (f) of Section 12.08.003, and it is the intent of this Ordinance to include Coit Road in said listing in Subsection (f) of Section 12.08.003.

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

SECTION 1

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2

Existing Subsection (f) of Section 12.08.003, "Unlawful Acts/Exemptions," of Article 12.08, "Truck Routes," of Chapter 12, "Traffic," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"Sec. 12.08.003 Approved and Prohibited Truck Routes/Exemptions

* * *

- (f) It shall be unlawful to operate a commercial motor vehicle on the following roads or streets located in the Town:

Street Segments	
Street Name	Limits
Prosper Trail	Teel Parkway to Custer Road (FM 2478)
Coit Road	University Drive (US 380) to Frontier Parkway (FM 1461)
First Street	Gee Road to Custer Road (FM 2478)
Prairie Drive	Teel Parkway to Mahard Parkway
Gee Road	University Drive (US 380) to FM 1385
Windsong Parkway	University Drive (US 380) to First Street
Teel Parkway	University Drive (US 380) to Parvin Road
Legacy Drive	University Drive (US 380) to Frontier Parkway (FM 1461)
Coleman Street	Lovers Lane to Preston Road (SH 289)
Lovers Lane	Richland Boulevard to Coleman Street
La Cima Boulevard	University Drive (US 380) to First Street

SECTION 3

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

SECTION 4

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

SECTION 5

Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

SECTION 6

This Ordinance shall become effective after its passage and publication, as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 9TH DAY OF JULY, 2024.

APPROVED:

David F. Bristol, Mayor

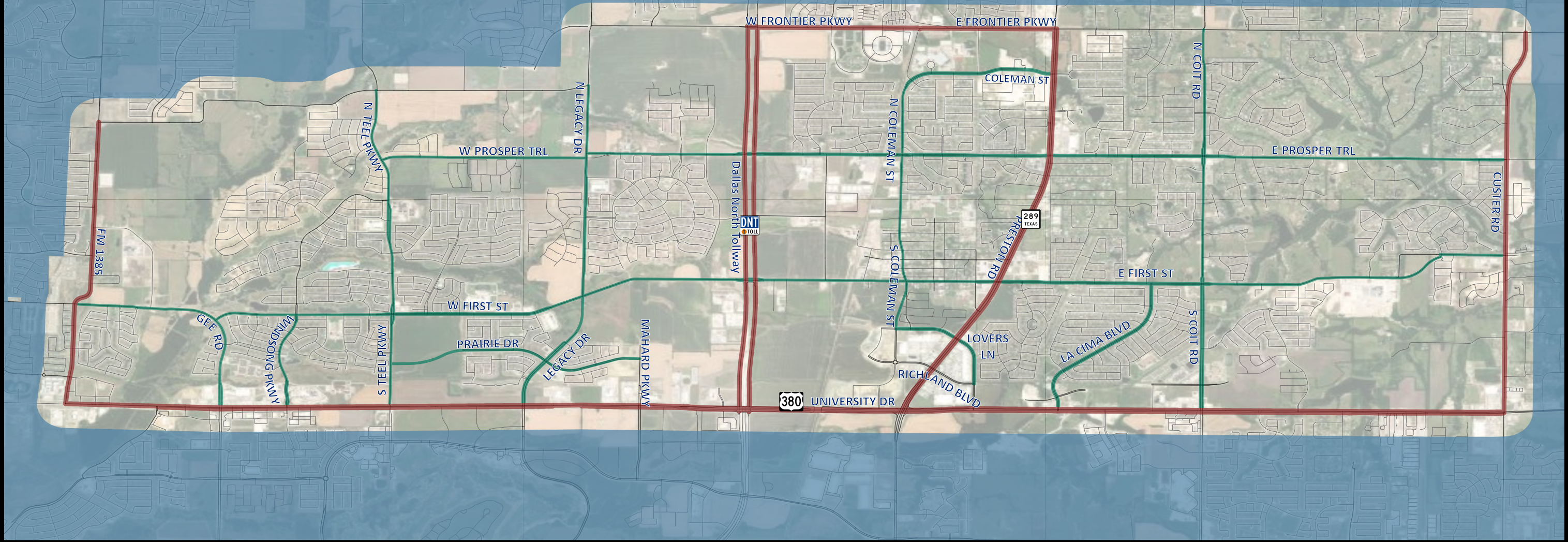
ATTEST:


Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

Updated Trucks Prohibited Routes



-  No Truck Route
-  Truck Route



Source: Data and GIS
November 2023

DISCLAIMER: Any reliance on this map or information is AT YOUR OWN RISK. Prosper assumes no liability for any errors, omissions, or inaccuracies in the map or information regardless of the cause of such or for any decision made, action taken, or action not taken in reliance upon any maps or information provided herein or the sources of such maps or information and REPRESENTATIONS AND WARRANTIES, EXPRESSED AND IMPLIED, including the implied warranties of merchantability and fitness for a particular purpose.



PARKS AND RECREATION

To: Mayor and Town Council

From: Dan Baker, Parks and Recreation Director

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

Re: Freedom Fest and Celebrate Prosper Event Updates

Town Council Meeting – July 9, 2024

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Receive an update on the Freedom Fest and Celebrate Prosper events.

Description of Agenda Item:

Town Staff are incorporating changes to the 2024 Celebrate Prosper and Freedom Fest events. Of note is the incorporation of the Town's New Resident Mixer to the Celebrate Prosper event and a venue change for Freedom Fest.

Freedom Fest is being contracted and produced by Coffey Global on September 7, 2024. The venue is changing this year and event will be held on Broadway in Downtown. The event will be comprised of two opening bands and Coffey Anderson as the headliner. Sponsorship opportunities are available for this year's event and dollars raised will go towards offsetting event expenses.

Celebrate Prosper is being produced by the Town and will take place in Frontier Park on October 5, 2024. The headlining act will be the Josh Weathers Band. The New Resident Mixer will be a component of this year's event. Families with children with special needs will be invited to attend the event early and participate in the event's activities before the event is opened to the public.

The Community Engagement Committee and the Parks and Recreation Board have been notified and have approved the proposed changes.

Budget Impact:

Funding for both events is appropriate and available in account 100-5600-60-03.

Town Staff Recommendation:

Town staff recommends the Town Council provide feedback on the proposed changes to the upcoming events.



A promotional poster for Freedom Fest 2024. The background is dark blue with large, faint white stars. At the top, a red horizontal band contains a row of white stars. On the left, the text 'Freedom FEST 2024' is written in a large, white, brush-stroke font, with '2024' in red. Below this, a red rectangular box contains the text 'LIVE IN CONCERT' in white. Further down, the name 'COFFEY ANDERSON' is written in a bold, white, sans-serif font, with 'COFFEY' on the top line and 'ANDERSON' on the bottom line. Below the name is a small graphic of a banner with the words 'COUNTRY MUSIC USA' and five stars above it. In the center, a man (Coffey Anderson) is shown from the waist up, wearing a white cowboy hat, a black t-shirt, and a large, ornate silver belt buckle. He is holding an acoustic guitar and looking to his right. On the right side of the poster, a white calendar-style box shows 'SATURDAY' in a small black box, 'SEPT' in large red letters, and '7' in large white letters. At the bottom left, a red rectangular box contains the text 'TICKETS ON SALE AUGUST 1ST' and 'www.prospertx.gov'. Below this, in smaller white text, it says 'GA ADMISSIONS ARE FREE' and 'REGISTRATION REQUIRED'. At the bottom right, the 'TOWN OF PROSPER' logo is shown, featuring a windmill icon and the text 'TOWN OF PROSPER'. Below the logo, the text 'DOWNTOWN PROSPER ON BROADWAY' is written in white.

**Freedom
FEST 2024**

LIVE IN CONCERT

**COFFEY
ANDERSON**

COUNTRY MUSIC
USA

TICKETS ON SALE AUGUST 1ST
www.prospertx.gov

GA ADMISSIONS ARE FREE
REGISTRATION REQUIRED

**SATURDAY
SEPT
7**

TOWN OF
PROSPER

DOWNTOWN PROSPER
ON BROADWAY

Freedom Fest Update

New Venue

- Event Site on Broadway in Downtown
- Stage to be located at Broadway @ Main playing to the west

Tickets

- Gen Admission Tickets are free - use ticketing system to reserve tickets and track attendance (maximum 5 per person)
- Reduced pricing for VIP (\$200 / ea in 2023) – waiting on Coffey Global proposal
- On sale August 1st
- Maximum attendance of 2000 per Public Safety's recommendations

Freedom Fest Update

Food and Beverage

- Proposing Downtown businesses to provide alcoholic beverages
- Proposing Downtown businesses to provide food
- Food trucks will also be onsite

Shuttle Service from Reynolds Middle School

Town will provide Police, Fire, Site Operations (Parks), Traffic Control (Public Works), and Health Department food permitting

Goals for Celebrate Prosper

- Continue to evolve
- Become Prosper's flagship event
- Be Prosper-centric
- Increase sponsorship
- Appeal to a larger audience
- Be a place where everyone matters



Keep and Enhance

- Opportunities for Families with Children with Special Needs
- Local Non-Profit Exhibits
- Music / Entertainment
- Increased community interaction through additional volunteer opportunities



Proposed Additions - Immediate

Incorporate the New Resident Mixer

- The New Resident Mixer would happen annually at this event
- Town department representatives in attendance
- Elevated experience (department info, food truck coupons, Town swag, etc.)
- Over past 12 months, cost has been approximately \$100 / attendee



Proposed Changes - Future

Upgrade Entertainment / Music

- Book known / up and coming acts
- Battle of the Bands for local acts
- Include 'for-profit' vendors & exhibitors

Do away with free barbecue / hot dogs / hamburgers

- Offer complimentary item (snow cones, ice cream) for Council / Resident interaction
- Offer Food Trucks – more food varieties (increasing demand from public)
- Current offering not scalable / sustainable



Proposed Additions - Future

Collaboration with Chamber of Commerce

- BBQ Competition / meal experience fund raiser
- Showcase new businesses

Multicultural Component

- Art / Entertainment / Food

Collaboration with Visual Arts Prosper

- Local Artist Show

Extend Event Hours



Proposed Additions - Future

Additions would be gradual

Take advantage of opportunities as they arise and make sense to incorporate





COMMUNITY SERVICES

To: Mayor and Town Council

From: Robyn Battle, Executive Director

Through: Mario Canizares, Town Manager

Re: Downtown Advisory Committee (DTAC) Update

Town Council Meeting – July 9, 2024

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Receive an update regarding the Downtown Advisory Committee.

Description of Agenda Item:

The Downtown Advisory Committee (DTAC) was appointed by the Town Council as an ad hoc advisory committee for the purpose of assisting with the implementation of the Downtown Master Plan. The DTAC has been meeting biweekly since November 2023. The Town Council and the Prosper Economic Development Corporation together have allocated \$1,436,000 in FY 2023-2024 for improvements in Downtown Prosper. Over the past seven months, the DTAC has made significant progress on allocating the designated funds, with over \$1.1 million already spent or committed to projects in Downtown. Town staff will review the progress the committee has made on the Downtown improvement projects and discuss potential future projects for the DTAC.

Attached Documents:

1. Downtown Improvements Project List
2. Slide Presentation

Town Staff Recommendation:

Town Staff recommends the Town Council provide feedback on the DTAC projects and next steps for the committee.

Downtown Advisory Committee (DTAC)
Recommendations for Downtown Improvements

Town of Prosper Contribution	\$500,000
Prosper EDC Contribution	\$500,000
Additional Capital Dedicated Funds	\$436,000
Total:	\$1,436,000

	= Complete
	= DTAC Approved, In Progress
	= Not Pursuing At This Time
	= Awaiting Cost Estimate

Projects for Consideration - Working Copy	Cost	Timeline for Completion	Staff Assigned	Notes	Priority Level
Lighting					
Tree Lights, Wrapped, Year-Round, Broadway	\$20,000	Spring 2024	Dan Baker	Estimate is for year-round tree lighting on 67 trees on Broadway and Main; lights are removed twice per year for maintenance	Complete
Electricity (install outlets on poles along Main)	\$500	Spring 2024	Dan Baker	Public Works will complete this project in-house	Complete
Electricity (connect power to tree wells along Main; wrapped tree lights along Main)	\$128,200	Summer 2024	Dan Baker	Estimate for materials and labor to provide electricity, outlets, tree grates and uplighting to tree wells on Main Street.	In Progress
Additional lighting along walkway from TH to Broadway	\$1,000	Spring 2024	Robert Cook	Pursuing options & cost estimates for increased lighting	In Progress
Lighting of Silos	\$225,000		Chuck Ewings	\$225,000 for uplighting; additional options to be presented at a future meeting	
Silo prep & paint (3)	\$240,000		Chuck Ewings	Silos are structurally sound; estimate for prep and paint is \$80,000 each	

Infrastructure					
Archway Structures (Design) - Broadway (4 at Broadway and Main; one each at at Broadway and Coleman, Broadway and Crockett, Broadway and McKinley; 2 additional at First and Main and First and McKinley	\$134,500	Design - Summer 2024; Construction - Summer 2025	Robyn Battle	5 Submittals were scored by staff; Presentations by top 3 firms will take place April 15. Olsson chosen as top firm. Estimated design cost is \$150,000; negotiations with Olsson are in progress.	In Progress
Archway Structures (Construction) - Broadway (4 at Broadway and Main; one each at at Broadway and Coleman, Broadway and Crockett, Broadway and McKinley; 2 additional at First and Main and First and McKinley	\$1,500,000	Design - Summer 2024; Construction - Summer 2025	Robyn Battle	Five submittals were received for the Statement of Qualifications (SOQ) for Design. Staff will score submittals and bring back top 3 for presentations to DTAC in April.	
Repaint Light & Sign Poles - Brown to Black	\$21,796		Chuck Ewings	Project is nearing completion	Complete
Trash Receptacles	\$5,915	February 2024	Dan Baker	Eight trash receptacles have been installed on Broadway. The remaining 2 will be installed after Blackhawk Brewery sidewalk construction is complete.	Complete
Downtown Open Space - Location TBD	\$204,000	Summer 2024	Dan Baker/Kurt Beilharz/Mario Canizares	Outdoor space to include trees, shaded area, seating, artificial turf	In Progress
Benches	\$18,500	Spring 2024	Dan Baker	10 Benches have been delivered, 8 have been installed; waiting on west Broadway businesses to finish construction to install 2 remaining. DTAC requested additional benches on south side of Broadway and to replace benches on walkway.	In Progress

Parking Strategies					
Paving on lot and alley behind EDC	\$428,918	Fall 2024	Chuck Ewings	Design in progress; cost will likely increase with alley improvement	In Progress
Lighted bollards (10) from Town Hall Parking lot to Broadway; hard-wired; plus 2 light poles	\$69,500	Fall 2024	Chuck Ewings	10 bollards in Town Hall parking lot; 2 light poles along walkway from north lot to Broadway	In Progress
Additional Disabled Parking - 2 spaces in north lot of Town Hall	\$0	February 2024	Chuck Ewings	Public Works will install in early March February concurrently with restriping Town Hall parking lot	Complete
Pursue parking agreement with downtown business owners		Spring 2024	Melissa Randle/Chuck Ewings/Robyn Battle	Not pursuing at this time. Met with owner of Dawson & Claire. They are using all of their parking so a shared parking agreement is not feasible at this time	Long-Term Priority
Valet Service to Public Works Site				Not pursuing at this time	Long-Term Priority
Public Wi-Fi					
Wi-Fi Infrastructure			Leigh Johnson	Not pursuing at this time. Year 1 cost is \$72,000-\$119,000; Total 5-year cost is \$297,000-\$444,000	Long-term priority
Signage and Wayfinding					
Parking Banners around Town Hall lot - Design & Installation (7)	\$560	January 2024	Robyn Battle	Banners were installed January 2024	Complete
Wayfinding Signage - Design & Installation	\$5,000	Fall 2024	Robyn Batte	Estimate based on five (5) 18" x 24" aluminum signs (\$710 each) and eight (8) 12" x 18" aluminum signs (\$175 each); Locations TBD	
Historical markers at key Downtown landmarks	\$5,000	Fall 2024	Robyn Battle	PHS presented recommendations at May 20 meeting; DTAC tabled to June 3	
Decorative concrete walkway from Town Hall to Broadway, with crosswalk striping at alley		Fall 2024		Town staff has contacted a vendor for an estimate.	
Crosswalk and/or signage at Broadway and Coleman			Chuck Ewings	Pedestrian safety crossing from Downtown to neighborhoods and businesses east of Coleman	

Speakers/Audio Equipment for Music					
Outdoor Wireless Sound System	\$85,000		Robyn Battle	Estimate based on similar projects; Town staff is developing RFP	
Brand Guide					
Logo Design	\$0	Spring 2024	Robyn Battle/Gavin Hernandez	DTAC chose 4 finalists; Town staff worked with students to refine designs; revisions presented on May 20; DTAC tabled to June 3	In Progress
Brand Guide	\$6,000	Summer 2024	Robyn Battle	Will pursue consulting firm following completion of student project and/or Archway Design project	
Total Cost of All Projects	\$3,099,389				
Total Funds Committed To Date	\$1,118,389				
Remaining Budget	\$317,611				

Projects to be Funded From Other Sources	Cost	Timeline for Completion	Staff Assigned	Notes	Priority Level
Street Sweeping, Trash Removal Service			Dan Baker	Submit budget request for FY 2024-2025 Budget	
Trees (New/Replacement) - Broadway and Main			Dan Baker	Cost estimates in progress; pursue grant funding, or submit budget request for FY 2024-2025	
Restripe Town Hall parking lot			Chuck Ewings	Cost estimate in progress	Complete
Tree Well Grates (Repair/Replace) - Broadway and Main			Chuck Ewings/Dan Baker	Cost estimates in progress	
Parking Pole Signs around Town Hall lot - Design & Installation (3)	\$2,724	Installed Feb 1, 2024	Robyn Battle	PW will fund 3 black decorative poles with 24"x30" pole signs	Complete

Agenda Item 9.

Receive an update regarding the Downtown Advisory Committee.
(RB)

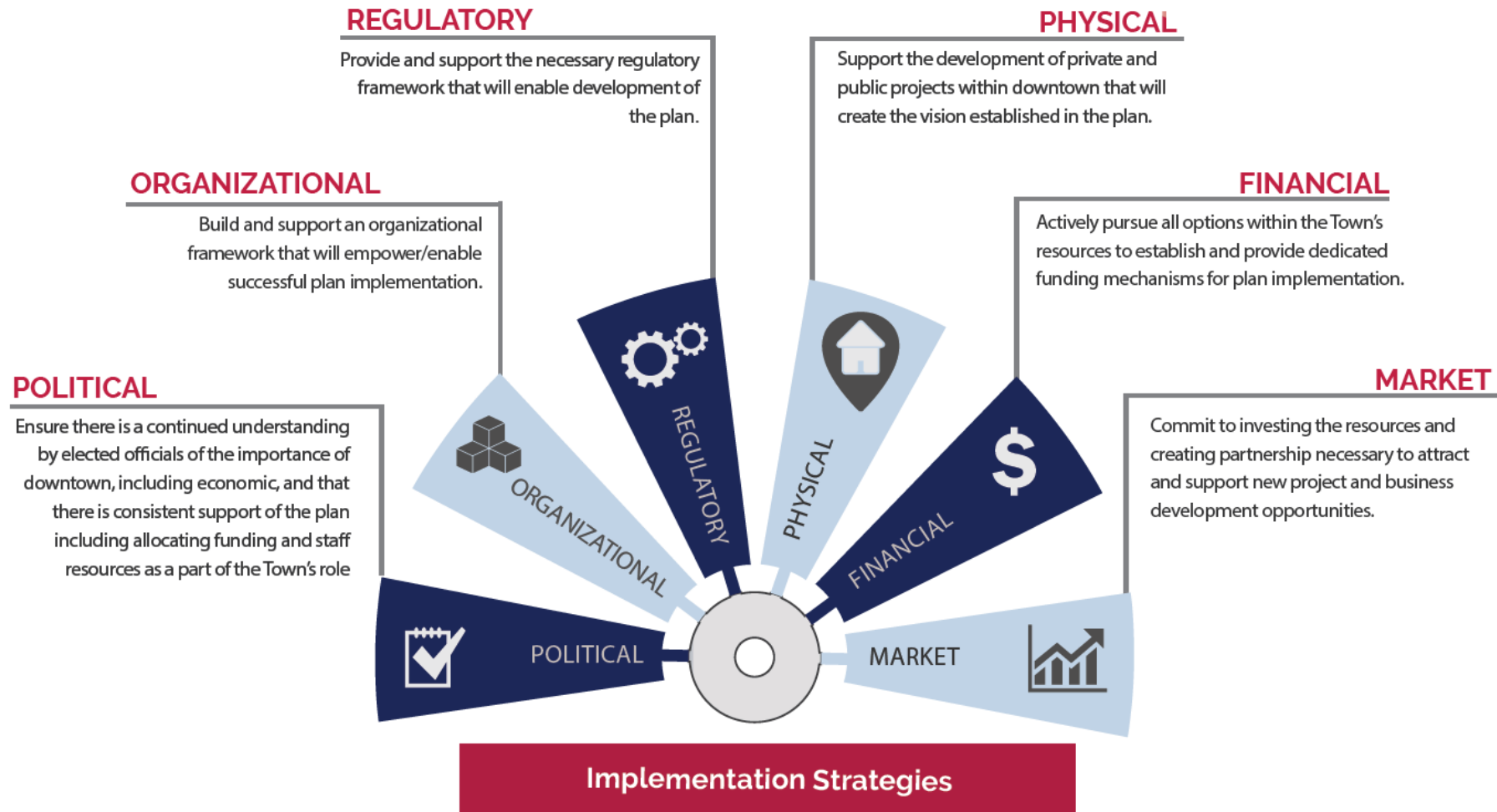
Downtown Advisory Committee

- Ad Hoc Committee
- 8 Residents, 3 Council Liaisons
- Meets 1st and 3rd Mondays

DTAC Directive: Assist with the implementation of the Downtown Master Plan

- \$1,436,000 in Town and PEDC funding for Downtown improvement projects

DTAC Alignment with Downtown Master Plan



Alignment with Downtown Master Plan:

- Organizational – DTAC serves as part of the organizational framework for successful plan implementation



Recommendation	Priority	Cost	Sponsors
Formalize stakeholder organizations. Establish the structure for those that will have a key role in supporting and implementing the Master Plan, including the Downtown Business Alliance, PEDC, Chamber of Commerce, Citizen’s Academy, and others if appropriate. Within each, identify the primary point of contact for all matters related to downtown and it’s redevelopment.	!!!	\$	Town Staff PEDC Prosper Chamber Business Alliance
Identify clear roles. Each key stakeholder organization should identify specific plan implementation actions that they have the resources and will commit to advancing. There may be multiple entities that support various actions. In this process, establish realistic milestones, identification of other support needed by the sponsor organization and where those resources may come from. Commit to collectively monitor implementation successes and areas that need additional support.	!!!	\$	PEDC Prosper Chamber Business Alliance Town Staff

Alignment with Downtown Master Plan:

- Physical – DTAC has already made several recommendations and completed projects using Town & EDC funds.





PHYSICAL

Recommendation	Priority	Cost	Sponsors
Parking strategy. Develop a near- and long-term parking strategy for public, private, and shared facilities, including spaces on-street and in alleyways, that reflects current conditions and potential pressures from a more intense level of development, increase in residences, and potential for destination uses.	!!!	\$	Town Staff Residents Town Council
Branding. Engage a branding specialist to assist in developing the downtown “look and feel” that should be used in signage and wayfinding, gateways, streetscape furnishings, lighting, temporary signage such as for special events, and other features to compliment the overall aesthetic and define the downtown area. This theme should also be integrated into marketing and promotional material used for downtown.	!!	\$	Town Staff Business Alliance PEDC Town Council
Furnishings plan. Develop a detailed street furnishings plan and budget to expand on what has already been installed and supporting the theme identified above. Ensure there are sufficient trash, recycling, seating, bike racks, and other furnishings to support the build-out of downtown. These program specifications may be used by the Town or developers as projects make right-of-way improvements.	!!	\$\$	Town Staff Business Alliance Town Council

Alignment with Downtown Master Plan:

- Financial – the Town and EDC together have allocated \$1.436 million toward downtown improvements, and charged the DTAC with making recommendations for these funds



<p>Focus existing resources. To realize this ambitious vision, existing resources need to be promoted and leveraged, including those that are available through the NEZ, the HOT Tax. The PEDC can consider contributing to the public realm investments in the plan by utilizing the Type B funding authorities that it established in its recent Charter change. Streetscaping investments and other downtown public realm improvements can be intentionally prioritized in the Town’s capital improvement program over the next five to ten years.</p>			<p>PEDC Prosper Chamber Town Staff Town Council</p>
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Alignment with Downtown Master Plan:

- Market – the DTAC spearheaded the Downtown Logo Competition to create a unique brand for downtown. The monumentation project will help establish downtown as a destination.



Branding. Develop the downtown “brand” further, so that it is clear and easy to utilize in promoting the downtown area to developers, investors, visitors, and residents.



\$\$

Town Council

Geographic phasing. Choose a subarea of one or two blocks within the downtown area for an initial focus, completing all development and public realm improvements in that area. Establishing that vibrant place will establish momentum, and demonstrate what is envisioned, which in turn lowers hurdles and reduces the development risk for subsequent development.



\$\$\$

Town Council
Town Staff

Downtown Improvement Projects

Downtown Advisory Committee (DTAC) Recommendations for Downtown Improvements					
Town of Prosper Contribution	\$500,000				
Prosper EDC Contribution	\$500,000				
Additional Capital Dedicated Funds	\$436,000				
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Silo prep & paint (3)	\$240,000		Chuck Ewings	Silos are structurally sound; estimate for prep and paint is \$80,000 each	

Completed

- Year-Round Wrapped Tree Lights on Broadway
- Electrical outlets on light poles along Main Street



Completed

- Repaint Light and Sign Poles



Completed

- Trash Receptacles
- Benches, initial installation



Completed

- Additional disabled parking
- Public Parking Banners and Pole Signs



Completed

- Downtown Logo Competition



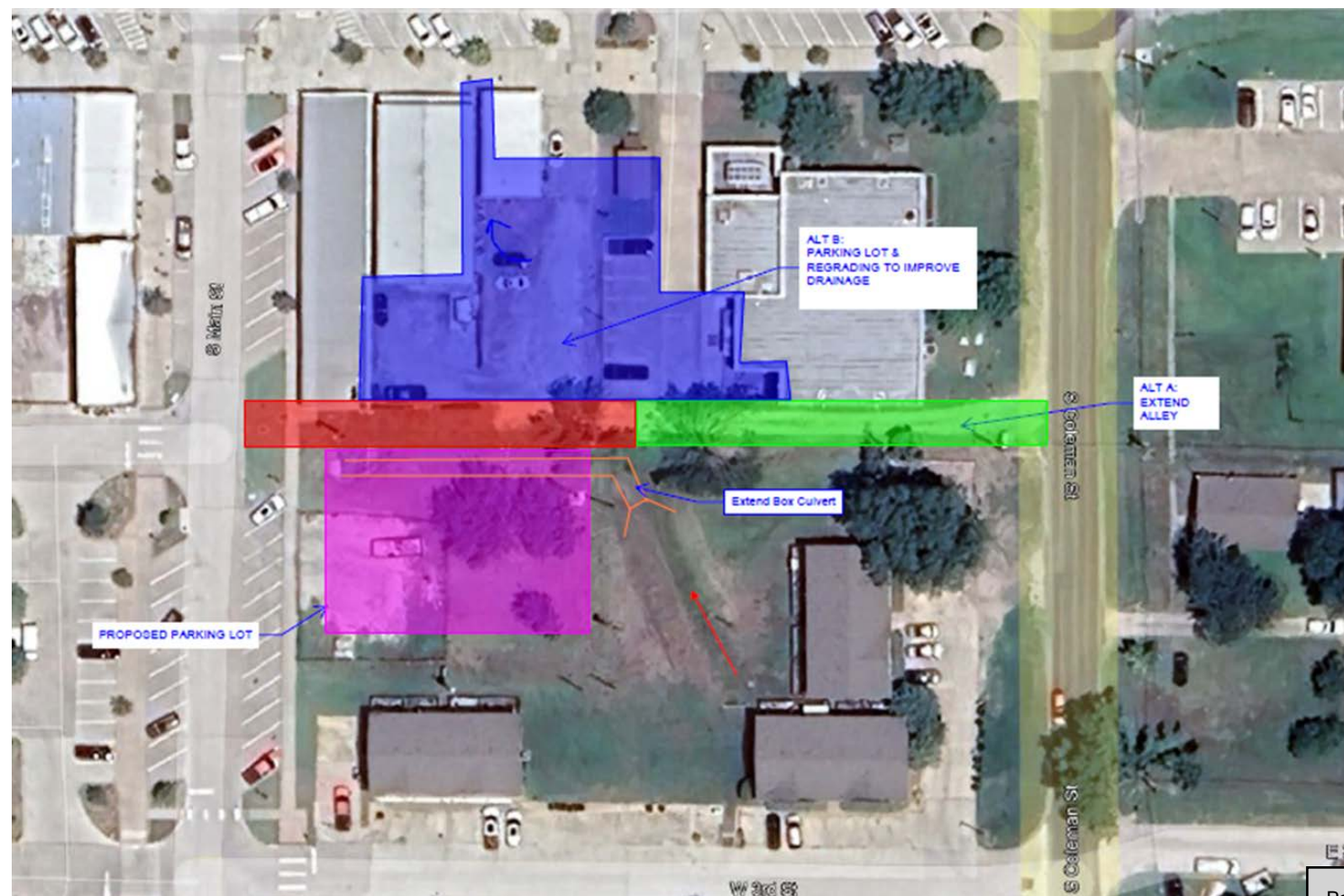
In Progress

- Downtown Monumentation



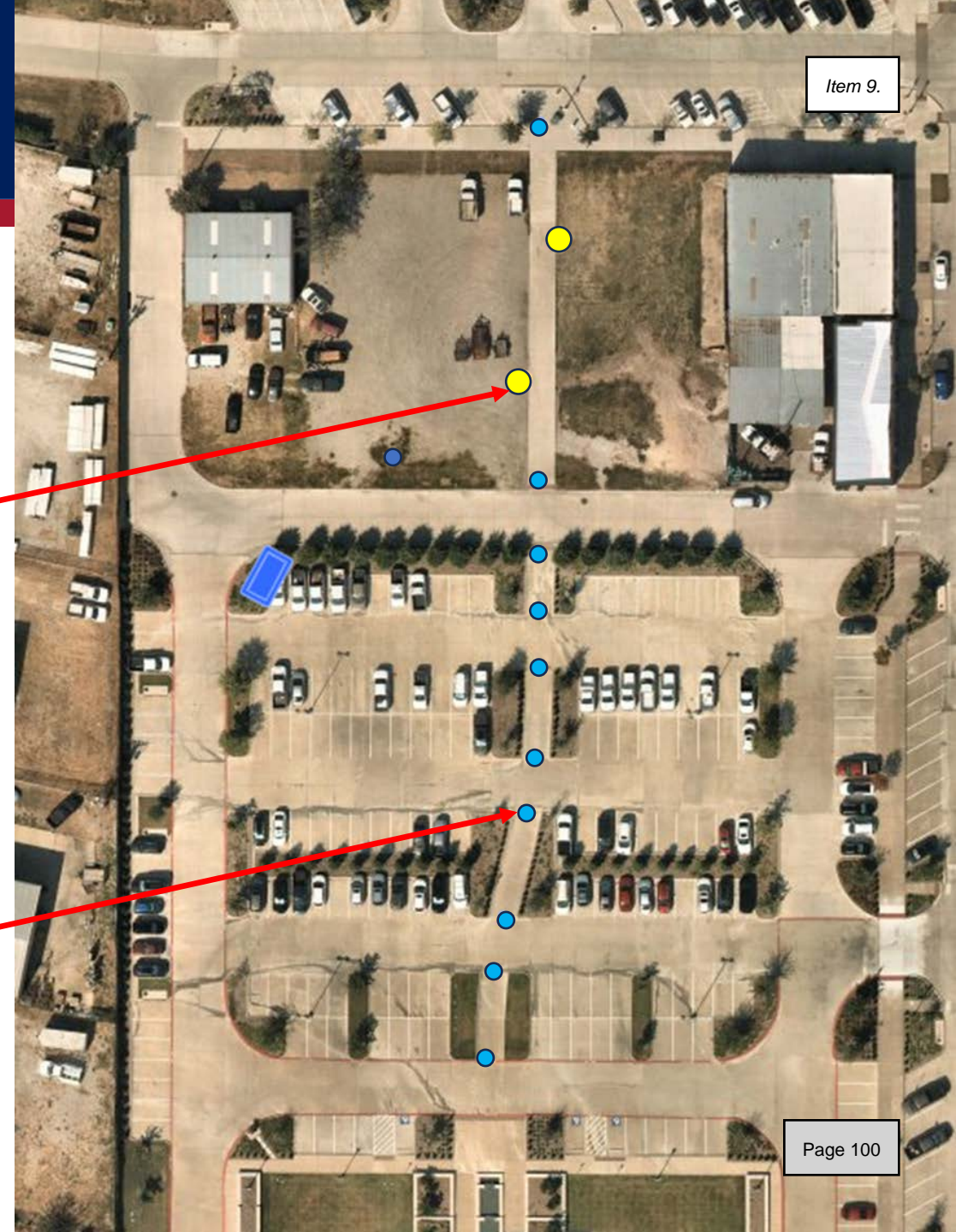
In Progress

- Paving on lot and alley behind PEDC



In Progress

- Lighted Bollards in Town Hall parking lot and walkway
- Outdoor wireless sound system
- Additional Benches



Pending/Under Consideration

- Lighting of Silos
- Downtown Plaza/Open Space
- Historical Markers project with Prosper Historical Society
- Wayfinding signage
- Refinish concrete walkway from Town Hall to Broadway
- Marketing and Brand Guide

Next Steps for Town Council Consideration

- Continue as Ad-Hoc or Standing Committee
- Expand scope to other areas of Downtown Master Plan
- Additional funding for FY 2024-2025