



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, February 11, 2025
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. Presentation from the Salvation Army of North Texas regarding the 2024 Mayor's Red Kettle Challenge. (MLS)
2. Presentation of a Proclamation declaring February 16-22, 2025, as Engineers Week. (MLS)
3. Presentation of a Proclamation declaring March 2025 as Theatre in our Schools Month. (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.

4. Consider and act upon the minutes from the January 28, 2025, Town Council Regular meeting. (MLS)
5. Consider and act upon an ordinance ordering a General Election to be held on May 3, 2025, for the purpose of electing a Mayor, Councilmember Place 1, and Councilmember Place 4; designating the location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services. (MLS)
6. Receive the 2024 Annual Racial Profiling Report for the Prosper Police Department as required by state law. (DK)
7. Consider and act upon a resolution authorizing the Town Manager and/or his/her designee to apply for the State of Texas Homeland Security Program - LETPA Projects (SHSP-L), Federal Fiscal Year 2025. (DK)
8. 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 \$175,000. (CJ)
9. Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Trail (Legacy – DNT) – 2 WB Lanes project for \$981,000. (PA)
10. Consider and act upon a proposal from WOPAC Construction for a concrete hike and bike trail in Pecan Grove Park for \$162,488. (DB)
11. Consider and act upon an ordinance to rezone 0.6± acre from Downtown Office (DTO) to Planned Development-131 (PD-131) on Bryant's First Addition, Block 15, Lot 1R, located on the northeast corner of Coleman Street and First Street. (ZONE-24-0026) (DH)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

12. Receive an update regarding the Fire Department's 48/96 Scheduling. (SB)

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

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

EXECUTIVE SESSION:

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

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

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

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

Section 551.074 - To discuss and consider personnel matters, including the annual evaluation of the Town Manager, Town Attorney, and the Municipal Judge, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with Planned Development District regulations, pursuant to Division 24 of Article 2 of the Town's Zoning Ordinance, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with amortization agreements, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, law enforcement activities, and all matters incident and related thereto.

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, February 7, 2025, 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

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, January 28, 2025

Call to Order/ Roll Call.

The meeting was called to order at 6:17 p.m.

Council Members Present:

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

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Mary Ann Moon, EDC Executive Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Skyler Sparks, Help Desk Technician I
Dan Baker, Parks & Recreation Director
Kurt Beilharz, Assistant Parks & Recreation Director
Trevor Helton, Recreation Manager
Hulon Webb, Engineering Director
Pete Anaya, Assistant Engineering Director, Capital Projects
Gary Landeck, Library Director
Chris Landrum, Finance Director
Carrie Jones, Public Works Director
Todd Rice, Communications Director
Doug Kowalski, Police Chief

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

Brad Wilkerson with Rock Creek 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:

Join us on Saturday, February 22 from 9 to 11 a.m. for the Prosper Fishing Derby at the Frontier Park Pond. This favorite annual event brings families together by the pond as young anglers compete for the Most Fish Caught prizes. Judges will be on hand to track catches, and winners are recognized for children ages 14 and under. The Derby is free, and no registration is required. For more information, visit prosper.tx.gov/specialevents.

Registration is now open for spring camps and classes, which the Parks and Recreation Department offers from March through May. Explore all the offerings at prosper.tx.gov/programs.

Deputy Mayor Pro-Tem Bartley introduced Trisha Panicker, a PISD student in the Career Study program learning about local government.

Mayor Bristol acknowledged Michelle Bishop, District Director for Congressman Self's Office who was in attendance.

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.

1. **Consider and act upon the minutes from the January 14, 2025, Town Council Work Session meeting. (MLS)**
2. **Consider and act upon the minutes from the January 14, 2025, Town Council Regular meeting. (MLS)**
3. **Consider and act upon the minutes from the January 16, 2025, Town Council and EDC Joint Work Session meeting. (MLS)**
4. **Consider and act upon approval of a Professional Services Agreement with Can Do Racquet Sports for recreation program instructor services. (TH)**
5. **Consider and act upon approving a Professional Services Agreement between Kimley Horn and the Town of Prosper, Texas, for design services and preparation of a Master Plan for the Doe Branch Community Park property (Project #PK202513) for an amount not to exceed \$134,600; and authorizing the Town Manager to execute documents for the same. (DB)**
6. **Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Kleinfelder, Inc., and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Upper Doe Branch Wastewater Line project for \$113,115. (PA)**
7. **Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding CSP No. 2025-04-B to Quality Excavation, LLC, related to the Wilson Creek Wastewater Line project, for \$263,134 and authorize \$10,000 for construction phase contingencies. The total purchase order amount is \$273,134. (PA)**
8. **Consider and act upon approving the purchase of one (1) 2025 Ford Interceptor for \$49,508 from Silsbee Ford utilizing TIPS Contract 240901 and six (6) 2025 Chevrolet Tahoe's from Reliable Chevrolet for \$302,358 utilizing the Sheriff's Association of Texas Contract. (DK)**
9. **Consider and act upon Ordinance 2025-02 repealing Section 12.08.006 of Chapter 12 Article 12.08, "Truck Routes," of the Code of Ordinances regarding the prohibition of commercial vehicles on certain streets and renumbering remaining sections of Article 12.08. (TW)**
10. **Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department,**

pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

Deputy Mayor Pro-Tem Bartley requested to pull item 10.

Mayor Pro-Tem Ray requested to pull item 6.

Councilmember Kern moved to approve consent agenda items 1 through 5 and 7 through 9. Councilmember Hodges seconded the motion. Motion carried unanimously.

Regarding item 6, Mayor Pro-Tem Ray asked for clarification on how the number of trips was calculated and if the Town has control over the number of trips taken. Mr. Anaya replied the Town will work with the project superintendent and the cost listed is an estimate with a not-to-exceed total number of trips to be taken.

Mayor Pro-Tem made a motion to approve consent agenda item 6. Councilmember Reeves seconded the motion. Motion carried unanimously.

Regarding item 10, Deputy Mayor Pro-Tem Bartley listed numerous concerns regarding the Site Plan including the number of total acres, landscaping requirements, drive-through stacking and queueing lanes, location of trash receptacle enclosure, depth of parking spaces, open space requirements, and retail versus residential requirements being applied equally.

Deputy Mayor Pro-Tem Bartley made a motion to appeal the decision of the Planning and Zoning Commission regarding DEVAPP-24-0083, the Preliminary Site Plan for Prosper Legacy Blocks D-F, to the Development Services Department for the reasons discussed by the Town Council, and as referenced in Section 1.5(C)(4) of Chapter 4 of the Town's Zoning Ordinance. Councilmember Kern seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

Kent Elliot, 108 N. Parvin Street, requested the Town Council to consider naming the park on Parvin and Broadway after Joe Templin due to all he has done for the Town.

Items for Individual Consideration:

- 11. Conduct a public hearing and consider and act upon a request for a Planned Development for an existing Professional Office on Bryant's First Addition, Block 15, Lot 1R, on 0.6± acre, to accommodate a right-of-way acquisition along First Street, located on the northeast corner of Coleman Street and First Street. (ZONE-24-0026) (DH)**

Mr. Hoover introduced the item stating the purpose of the request is to create a Planned Development for an existing professional office to accommodate the acquisition of right-of-way along First Street. The Town is acquiring right-of-way along First Street that would render the existing development nonconforming. The current zoning is Downtown Office and the permitted uses within this Planned Development will be consistent with Downtown Office. The Planning and Zoning Commission unanimously recommended approval at their January 21 meeting with no responses received from the notices. Staff is recommending approval.

The Town Council discussed the right-of-way acquisition and how that creates nonconforming uses with the property.

Matt Moore, 301 S. Coleman, owner and applicant of the property stated that the request is to adjust for the setbacks so that he can protect and build back what is there today if anything should ever happen.

Mayor Bristol opened the public hearing.

Harper Buster, granddaughter of Mayor Bristol, spoke in favor of the item.

Mayor Bristol closed the public hearing.

Councilmember Kern made a motion to approve a request for a Planned Development for an existing Professional Office on Bryant's First Addition, Block 15, Lot 1R, on 0.6± acre, to accommodate a right-of-way acquisition along First Street, located on the northeast corner of Coleman Street and First Street. (ZONE-24-0026) Mayor Pro-Tem Ray seconded the motion. Motion carried unanimously.

12. Presentation of the 2025 Parks and Recreation Open Space Master Plan. (DB)

Mr. Baker introduced the item with an overview of the Plan addressing the needs and preferences of the community while incorporating industry standards in shaping the future direction of the Town's Park system, programs, and facilities. The Plan was developed using a two-phased process. The Parks and Recreation Board unanimously approved the Plan at their January 23 meeting. Staff is seeking feedback from the Town Council before it is brought forward for consideration at a future meeting.

Phillip Neely, Dunaway and Associates, presented the plan outlining their analysis of land and facility types, benchmarking, recreational programming, community input received through focus groups and an online survey, priority rankings, and recommendations.

The Town Council discussed the online survey and responses and the amount of dedicated parkland space.

Kyle LaFerney with the Parks and Recreation Board commented on the funding considerations and the levels of service they would like to see considered by the Council. He noted their support of the Plan and having a guiding document to assist them with recommendations.

The Town Council further discussed park amenities and strategies for adding to various parks, considerations of a recreation center and partnerships with the private sector, hike and bike trail connectivity, recreational programming, benchmarking, placing signage and building awareness of all park locations.

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

Legislative Subcommittee: Mayor Bristol noted they met and continue to prepare for the upcoming legislative session and noted dates of the Legislative Days being held in April.

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

Councilmember Reeves requested staff to explore adding the Town's park trail system to the mobile app.

Mayor Bristol reminded staff of the updates requested by Councilmember Reeves regarding the processes for the building of roads on the west side of town.

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 Planned Development district regulations, pursuant to Division 24 of Article 2 of the Town's Zoning Ordinance, and all matters incident and related thereto.

Section 551.071 – To consult with the Town Attorney regarding legal issues associated with amortization agreements, and all matters incident and related thereto.

Section 551.071 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, law enforcement activities, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 7:21 p.m.

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

The Town Council reconvened into Regular Session at 9:33 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 9:33 p.m.

These minutes were approved on the 11th day of February 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



TOWN SECRETARY

To: Mayor and Town Council

From: Michelle Lewis Sirianni, Town Secretary

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

Re: Ordering May General Election

Town Council Meeting – February 11, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance ordering a General Election to be held on May 3, 2025, for the purpose of electing a Mayor, Councilmember Place 1, and Councilmember Place 4; designating the location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services.

Description of Agenda Item:

In accordance with Texas Election Law, the Town Council is responsible for ordering the General Election to be held on the Uniform Election Date in May for the purpose of electing the Mayor, Councilmember Place 1, and Councilmember Place 4. The Town will jointly contract with Collin County and Denton County to conduct the election. Both counties provide training and equipment to the Town to help reduce the cost of holding an election. Election agreements from both counties are provided in draft form until all dates and locations are confirmed by participating entities.

Budget Impact:

Cost estimates are based on participating local entities and the percentage of registered voters within the Town of Prosper. These costs are subject to change until all entities are confirmed by both counties. The cost for Collin County is currently estimated at approximately \$16,075.00. The cost for Denton County is currently estimated not to exceed \$7,000.00. Election services are funded through account 11011010-58700, Election Expenses.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance English & Spanish
2. Collin County Draft Joint Election Contract
3. Denton County Draft Joint Election Contract
4. Election Calendar

Town Staff Recommendation:

Town Staff recommends the Town Council approve an ordinance ordering a General Election to be held on May 3, 2025, for the purpose of electing a Mayor, Councilmember Place 1, and Councilmember Place 4; designating the location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services.

Proposed Motion:

I move to approve an ordinance ordering a General Election to be held on May 3, 2025, for the purpose of electing a Mayor, Councilmember Place 1, and Councilmember Place 4; designating the location of polling places; ordering notices of election to be given as prescribed by law and authorizing the Town Manager to execute contracts with Collin County and Denton County Election Departments for joint election services.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 3, 2025, IN THE TOWN OF PROSPER FOR THE PURPOSE OF ELECTING A MAYOR, COUNCILMEMBER PLACE 1 AND COUNCILMEMBER PLACE 4; DESIGNATING LOCATION OF POLLING PLACES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AUTHORIZING EXECUTION OF JOINT ELECTION CONTRACTS WITH COLLIN COUNTY AND DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1

A General Election is hereby ordered for the Town of Prosper, Texas ("Prosper"), to be held jointly on Saturday, May 3, 2025, for the purpose of electing a Mayor, Councilmember Place 1, and Councilmember Place 4. The candidate for each office receiving a majority of all votes cast for all candidates for an office shall be elected to serve such term.

SECTION 2

No person's name shall be placed upon the ballot as a candidate for Mayor or Councilmember unless such person has filed his or her sworn application as provided by Section 141.03 of the Texas Election Code, with the Town Secretary at the Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, not later than 5:00 p.m., on the 14th day of February 2025. The Town Secretary shall note on the face of each such application the date of such filing. Such application shall include the office the candidate is seeking.

SECTION 3

Qualified voters of the following election precincts shall cast ballots for the General Election at the heretofore established and designated Election Day polling places, as follows:

Town Precincts

178, 199, 214, 224, 239
(Collin County)

1016, 1017, 9102
(Denton County)

Polling Place

Prosper Town Hall Community Room
250 W. First Street
Prosper, TX 75078

Prosper Fire Station 2 Training Room
1140 S. Teel Parkway
Prosper, TX 75078

General Election polls shall be open from 7:00 a.m. until 7:00 p.m., on the date of the General Election, Saturday, May 3, 2025.

SECTION 4

Early voting by personal appearance for Denton County residents shall be available at the Prosper Fire Station 2 Training Room, 1140 S. Teel Parkway, Prosper, Texas, 75078 from Tuesday, April 22, 2025, through Saturday, April 26, 2025, from 8:00 a.m. to 5:00 p.m.; Sunday, April 27, 2025, from 11:00 a.m. to 5:00 p.m.; and Monday, April 28, 2025, through Tuesday, April 29, 2025, from 7:00 a.m. to 7:00 p.m.

Early voting by personal appearance for Collin County residents shall be available at the Prosper Town Hall Community Room, 250 W. First Street, Prosper, Texas 75078, from Tuesday, April 22, 2025, through Saturday, April 26, 2025, from 8:00 a.m. to 5:00 p.m.; Sunday, April 27, 2025, No Voting, and Monday, April 28, 2025, through Tuesday, April 29, 2025, from 7:00 a.m. to 7:00 p.m.

Qualified voters may vote at any of the additional Early Voting locations open under full contract services with the Collin County Elections Administrator or the Denton County Elections Administrator. This previous sentence shall also be posted in the Notice of Election.

SECTION 5

The Town Manager and Town Secretary are authorized to execute a contract for an Election with the Denton County Election Department, the Collin County Election Department, and other entities that will provide for all election appointments, early voting by mail, the designated voting location(s) and hours of operation, payments for election officials, necessary election arrangements and a runoff election (if applicable).

SECTION 6

The Town Secretary shall have the authority to approve any minor modifications as may be necessary in the best interests of the Town and within the regulations of the Texas Election Code. The early voting mail clerk for Collin County is: Kaleb Breaux, Early Voting Clerk, Collin County Elections Department, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069 (election@collincountytexas.gov), and the Early Voting Clerk for Denton County is Frank Phillips, Early Voting Clerk, Denton County Elections, PO Box 1720, Denton, Texas 76202 (elections@dentoncountytexas.gov).

SECTION 7

The Town Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this General Election. The General Election, including providing notice of the General Election, shall be conducted in accordance with the Texas Election Code and other applicable law, and all resident qualified and registered voters of the Town shall be eligible to vote at the General Election.

SECTION 8

The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the General Election, whether or not expressly authorized herein.

SECTION 9

The provisions of this ordinance are severable, so that the invalidity of one or more provisions shall not affect the validity of those valid portions.

SECTION 10

This ordinance and order for a General Election shall be effective from and after the passage of this ordinance.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, COLLIN AND DENTON COUNTIES, TEXAS, ON THIS THE 11TH DAY OF FEBRUARY 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

CUIDAD DE PROSPER, TEXAS**ORDENANZA NO. 2025-XX**

UNA ORDENANZA DEL CONCEJO MUNICIPAL DE LA CUIDAD DE PROSPER, TEXAS, QUE ORDENA QUE SE CELEBREN ELECCIONES GENERALES EL 3 DE MAYO DE 2025 EN LA CUIDAD DE PROSPER CON EL FIN DE ELEGIR UN ALCALDE; MIEMBRO DEL CONSEJO DEL LUGAR 1 Y MIEMBRO DEL CONSEJO DEL LUGAR 4; DESIGNACIÓN DE LA UBICACIÓN DE LOS LUGARES DE VOTACIÓN; ORDENAR QUE SE ENTREGUEN NOTIFICACIONES DE ELECCIÓN SEGÚN LO PRESCRIBE LA LEY EN RELACIÓN CON DICHA ELECCIÓN; AUTORIZANDO LA EJECUCIÓN DE CONTRATOS DE ELECCIÓN CONJUNTA CON LOS CONDADOS DE COLLIN Y DENTON; PROPORCIONAR UNA CLÁUSULA DE DIVISIBILIDAD; Y PROPORCIONAR UNA FECHA EFECTIVA.

AHORA, POR LO TANTO, EL CONCEJO DE LA CUIDAD DE LA CUIDAD DE PROSPER, TEXAS, ORDENA QUE:

SECCIÓN 1

Por la presente se ordena una Elección General por la Ciudad de Prosper, Texas ("Prosper"), que se llevará a cabo conjuntamente el sábado 3 de mayo de 2025, con el fin de elegir un alcalde; miembro del Consejo del Lugar 1 y un miembro del Consejo del Lugar 4. El candidato para cada cargo, que reciba la mayoría de los votos emitidos para todos los candidatos a un cargo, será elegido para servir dicho término.

SECCIÓN 2

El nombre de ninguna persona se colocará en la boleta electoral como candidato a alcalde o concejal a menos que dicha persona haya presentado su solicitud jurada según lo dispuesto por la Sección 141.03 del Código Electoral de Texas, con el Secretario del Pueblo en el Ayuntamiento de Prosper, ubicado en 250 W. First Street, Prosper, Texas 75078, a más tardar a las 5:00 p. m., el día 14 de febrero de 2025. El Secretario del Pueblo anotará en el anverso de cada solicitud la fecha de presentación. Dicha solicitud incluirá el cargo al que aspira el candidato.

SECCIÓN 3

Los votantes calificados de los siguientes precintos electorales emitirán sus votos para la Elección General en los lugares de votación establecidos y designados hasta ahora para el Día de la Elección, de la siguiente manera:

Recintos de la Ciudad

178, 199, 214, 224, 239
(Condado de Collin)

1016, 1017, 9102
(Condado de Denton)

Colegio Electoral

Prosper Town Hall Community Room
250 W. First Street
Prosper, TX 75078

Prosper Fire Station 2 Training Room
1140 S. Teel Parkway
Prosper, TX 75078

Las urnas de las Elecciones Generales estarán abiertas desde las 7:00 a.m. hasta las 7:00 p.m., en la fecha de las Elecciones Generales, sábado 3 de mayo de 2025.

SECCIÓN 4

La votación anticipada en persona para los residentes del condado de Denton estará disponible en Prosper Fire Station 2 Training Room, 1140 S. Teel Parkway, Prosper, Texas, 75078 desde el martes 22 de abril de 2025 hasta el sábado 26 de abril de 2025 a partir de las 8:00 a.m. – 5:00 p.m.; domingo 27 de abril de 2025, de 11:00 a.m. a 5:00 p.m.; y del lunes 28 de abril de 2025 al martes 29 de abril de 2025 de 7:00 a.m. a 7:00 p.m.

La votación anticipada en persona para los residentes del condado de Collin estará disponible en Prosper Town Hall Community Room, 250 W. First Street, Prosper, Texas 75078, desde el martes 22 de abril de 2025 hasta el sábado 26 de abril de 2025 a partir de las 8:00 a.m. – 5:00 p.m.; domingo 27 de abril de 2025, Sin Votar, y del lunes 28 de abril de 2025 al martes 29 de abril de 2025 de 7:00 a.m. a 7:00 p.m.

Los votantes calificados pueden votar en cualquiera de los lugares de Votación Anticipada adicionales abiertos bajo servicios de contrato completo con el Administrador de Elecciones del Condado de Collin o el Administrador de Elecciones del Condado de Denton. Esta oración anterior también se publicará en el Aviso de Elección.

SECCIÓN 5

Que el Administrador de la Cuidad y la Secretaria de la Cuidad están autorizados a ejecutar un contrato para una Elección con el Departamento de Elecciones del Condado de Denton, el Departamento de Elecciones del Condado de Collin, y otras entidades que proporcionarán todos los nombramientos para las elecciones, la votación anticipada por correo, el lugar de votación designado(s) y el horario de funcionamiento, los pagos de los funcionarios electorales, los arreglos electorales necesarios y una segunda vuelta electoral (si es aplicable).

SECCIÓN 6

Que la Secretaria de la Cuidad tendrá la autoridad para aprobar cualquier modificación menor que sea necesaria en el mejor interés del Pueblo y dentro de los reglamentos del Código Electoral de Texas. El empleado de correo de votación anticipada del condado de Collin es: Kaleb Breaux, empleado de votación anticipada, Departamento de Elecciones del condado de Collin, 2010 Redbud Blvd, Suite 102, McKinney, Texas 75069 (election@collincountytexas.gov), y el empleado de votación anticipada del condado de Denton es Frank Phillips, secretario de votación anticipada, elecciones del condado de Denton, PO Box 1720, Denton, Texas 76202 (elections@dentoncountytexas.gov).

SECCIÓN 7

Por la presente, se autoriza y ordena a la Secretaria de la Cuidad que publique y/o publique, en el tiempo y la forma prescritos por la ley, todos los avisos que se requiera que se publiquen y/o publiquen en relación con la realización de esta Elección General. La Elección General, incluida la notificación de la Elección General, se llevará a cabo de conformidad con el Código Electoral de Texas y otras leyes aplicables, y todos los votantes calificados y registrados residentes del Pueblo serán elegibles para votar en la Elección General.

SECCIÓN 8

El Alcalde y la Secretaria de la Cuidad de la Cuidad, en consulta con el abogado del pueblo, están autorizados y ordenados a tomar todas las medidas necesarias para cumplir con las disposiciones del Código Electoral de Texas y cualquier otra ley estatal o federal al llevar a cabo y llevar a cabo la Elección General, esté o no expresamente autorizado en este documento.

SECCIÓN 9

Que las disposiciones de esta ordenanza son separables, de manera que la invalidez de una o más disposiciones no afectará la validez de aquellas porciones válidas.

SECCIÓN 10

Esta ordenanza y la orden para una Elección General entrarán en vigencia a partir de la aprobación de esta ordenanza.

DEBIDAMENTE APROBADO Y APROBADO POR EL CONCEJO DE LA CUIDAD DE LOS CONDADOS DE PROSPER, COLLIN Y DENTON, TEXAS, EL DÍA 11 DE FEBRERO DE 2025.

APROBADO:

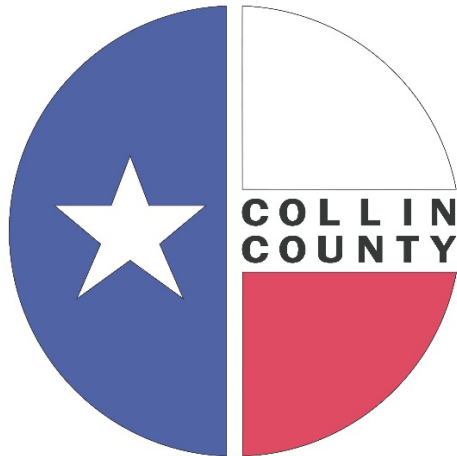
David F. Bristol, Alcalde

DOY FE:

Michelle Lewis Sirianni, Secretaria de la Cuidad

APROBADO EN FORMA Y LEGALIDAD:

Terrence S. Welch, Abogado de la Cuidad



JOINT ELECTION SERVICES CONTRACT
("Election Services Contract")

ELECTION SERVICES AGREEMENT

BETWEEN

THE COLLIN COUNTY ELECTIONS ADMINISTRATOR
("Contracting Election Officer")

AND

TOWN OF PROSPER
("Participating Political Subdivision")

FOR THE CONDUCT OF A JOINT ELECTION

TO BE HELD ON SATURDAY, MAY 3, 2025

TO BE ADMINISTERED BY THE COLLIN COUNTY ELECTIONS ADMINISTRATOR

1. ADMINISTRATION AND STATUTORY AUTHORITY

- a. Kaleb Breaux ("Kaleb Breaux") is the duly appointed County Elections Administrator ("Elections Administrator") of Collin County, Texas, and the Department Head of the Collin County Elections Department. As such, Mr. Breaux is the Election Administrator of Collin County, Texas and authorized by Subchapter D of Chapter 31 of Title 3 of the Texas Election Code to enter into this Election Services Contract with the contracting authority of the Participating Political Subdivision.
- b. The contracting authority of the Participating Political Subdivision is hereby participating in the Joint Election to be held in Collin County, Texas on Saturday, May 3, 2025. The Participating Political Subdivision is hereby contracting with the Elections Administrator of Collin County, Texas and all other joining jurisdictions to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code.

2. DUTIES AND SERVICES OF THE CONTRACTING ELECTION OFFICER

- a. The Contracting Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:
 - i. The Contracting Election Officer will prepare and publish the required Notice of Election and post the required orders and resolutions to the Collin County Elections Department website.
 - ii. The Contracting Election Officer shall arrange for appointment, notification (including writ of election), training and compensation of all presiding judges, alternate judges, the judge of the Central Count Station and judge of the Early Voting Ballot Board.
 - iii. The Contracting Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his/her appointment. The presiding election judge of each vote center will use his/her discretion to determine when additional workers are needed, during peak voting hours.
 - iv. The Contracting Election Officer will determine the number of clerks to work in the Central Count Station and the number of clerks to work on the Ballot Board.
 1. Election judges shall attend the Contracting Election Officer's school of instruction (Election Law Class). A training event calendar will be provided.
 2. Election judges and alternate judges shall be responsible for picking up and returning election supplies to the County Election Warehouse located at 2010 Redbud Blvd., Suite 102, McKinney. Compensation for this pickup and delivery of supplies will be \$25.00.
 - v. The Contracting Election Officer shall compensate each election judge and worker. Each judge shall receive \$15.00 per hour, each alternate judge shall receive \$14.00 per hour, and each clerk shall receive \$13.00 per hour for services rendered. Overtime will be paid to each person working more than 40 hours per week.

- b. The Contracting Election Officer shall procure, prepare, and distribute voting machines, election kits, and election supplies.
 - i. The Contracting Election Officer shall secure election kits, which include the legal documentation required to hold an election and all supplies.
 - ii. The Contracting Election Officer shall secure the tables, chairs, and legal documentation required to run the Central Count Station.
 - iii. The Contracting Election Officer shall provide all lists of registered voters required for use on Election Day and for the Early Voting period required by law.
 - iv. The Contracting Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - 1. Equipment includes the rental of ES&S ExpressVote Universal Voting Machines (EVS 6.1.1.0), ES&S ExpressTouch Curbside Voting Machines (EVS 6.1.1.0), ES&S DS200 Ballot Counters (EVS 6.1.1.0), ES&S Model DS450 and DS850 High-Speed Scanners/Tabulators (EVS 6.1.1.0), ADA compliant headphones and keypads, voting signs, and election supply cabinets.
 - 2. Supplies include paper ballot cards, Early Voting and Election Day supply kits, provisional ballot kits, security seals, pens, tape, markers, etc.
- c. The Contracting Election Officer, Kaleb Breaux, shall be appointed the Early Voting Clerk.
 - i. The Contracting Election Officer shall supervise and conduct Early Voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
 - ii. The Contracting Election Officer shall select the Early Voting polling locations and arrange for the use of each.
 - iii. Early Voting by personal appearance for the Participating Political Subdivision shall be conducted during the Early Voting dates and times and at the locations listed in "Exhibit A" attached and incorporated by reference into this Election Services Contract.
 - iv. All applications for an Early Voting mail ballot shall be received and processed by the Collin County Elections Administration Office located at 2010 Redbud Blvd., Suite 102, McKinney, Texas 75069.
 - 1. Applications for mail ballots erroneously mailed to the Participating Political Subdivision shall immediately be faxed to the Contracting Officer for timely processing. The original application shall then be forwarded to the Contracting Election Officer for proper retention.
 - 2. All Federal Post Card Applications (FPCA) will be sent a mail ballot. No postage is required.
 - v. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for counting by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The Contracting Officer shall appoint the presiding judge of this Board.
- d. The Contracting Election Officer shall select the Election Day vote centers and arrange for the use of each.
 - i. The Participating Political Subdivision shall assume the responsibility of remitting their portion of cost of all employee services required to provide access, provide security or provide custodial services for the vote centers.
 - ii. The Election Day vote centers are listed in "Exhibit B", attached and incorporated by reference into this Election Services Contract.

- e. The Contracting Election Officer shall be responsible for establishing and operating the Central Count Station to receive and tabulate the voted ballots in accordance with Section 127.001 of the Election Code and of this agreement. The Central Count Station Manager shall be Kaleb Breaux. The Central Count Station Judge shall be Kathi-Ann Rivard. The Tabulation Supervisor shall be Brian Griesbach.
 - i. The Tabulation Supervisor shall prepare, test and run the County's tabulation system in accordance with statutory requirements and county policies, under the auspices of the Contracting Election Officer.
 - ii. The Public Logic and Accuracy Test and Hash Validation of the electronic voting system shall be conducted in accordance with Texas Election Code. The Contracting Election Officer will post the required Notice of Logic and Accuracy Testing and Hash Validation.
 - iii. Election night reports will be available to the Participating Political Subdivision at the Central Counting Station on election night. Provisional ballots will be tabulated after election night in accordance with State law.
 - iv. The Contracting Election Officer shall prepare the unofficial canvass report after all precincts have been counted, and will provide canvassing documents to the Participating Political Subdivision as soon as possible after all returns have been tallied.
 - v. The Contracting Election Officer shall be appointed as the custodian of the voted ballots and shall retain all election materials for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- f. The Contracting Election Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivision in a timely manner. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201 of the aforementioned code.

3. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISION

- a. The Participating Political Subdivision shall assume the following duties:
 - i. The Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, and other documents required by, or of, their governing bodies. The Participating Political Subdivision are required to send Collin County Elections Department a copy of any election order or resolution related to this Joint Election within three business days of publishing, adopting or ordering it.
 - ii. The Participating Political Subdivision shall provide the Contracting Election Officer with an updated map and street index of their jurisdiction in an electronic (PDF and shape files preferred) or printed format as soon as possible but no later than Friday, February 14, 2025.
 - iii. The Participating Political Subdivision shall procure and provide the Contracting Election Officer with the ballot layout and Spanish translation in an electronic format.
 - 1. The Participating Political Subdivision shall deliver to the Contracting Election Officer as soon as possible, but no later than 5:00 p.m. Monday, February 24, 2025, the official wording for the Participating Political Subdivision's May 3, 2025 Joint Election.
 - 2. The Participating Political Subdivision shall approve the ballot proofs format within 24 hours of receiving the ballot proof and prior to the final printing.

- a. If the Participating Political Subdivision fails to approve the ballot proofs within 24 hours of receiving the proofs, the Contracting Election Officer will presume that the ballot proofs have been approved by the Participating Political Subdivision. Any costs incurred by making any changes to the ballot (designing, printing, programming, etc.) from this point forward will be the responsibility of the Participating Political Subdivision.
 - iv. The Participating Political Subdivision shall compensate the Contracting Election Officer for all associated costs including any additional verified cost incurred in the process of running this election or for a manual recount, this election may require, consistent with charges and hourly rates shown on “Exhibit C” for required services.
 - 1. The charges incurred during the manual recount are outlined in Sec. 212 of the Texas Election Code.
 - b. The Participating Political Subdivision shall pay the Contracting Election Officer 90% of the estimated cost to run the said election prior to Friday, March 28, 2025. The Contracting Election Officer shall place the funds in a “contract fund” as prescribed by Section 31.100 of the Texas Election Code. The deposit should be made payable to the “Collin County Treasury” with a note “For election services” included with the check documentation and delivered to the Collin County Treasury, 2300 Bloomdale Rd., #3138, McKinney, Texas 75071.
 - c. The Participating Political Subdivision shall pay the cost of conducting said election, less partial payment, including the 10% administrative fee, pursuant to the Texas Election Code, Section 31.100, within 30 days from the date of final billing. Additionally, all payments in excess of the final cost to perform the election will be refunded to the Participating Political Subdivision.
- 4. COST OF SERVICES.
 - a. See “Exhibit C”.
 - b. Note: A Participating Political Subdivision shall incur a minimum cost of \$3,500.00 to conduct a joint election with the Collin County Elections Department.
- 5. RUNOFF ELECTIONS
 - a. Each Participating Political Subdivision shall have the option of extending the terms of this contract through its Runoff Election, if applicable. In the event of such Runoff Election, the terms of this contract shall automatically extend unless the Participating Political Subdivision notifies the Elections Administrator in writing within 3 business days of the original election.
 - b. Each Participating Political Subdivision shall reserve the right to reduce the number of Early Voting polling locations and/or Election Day vote centers in a Runoff Election. If necessary, any voting changes made by a Participating Political Subdivision between the original election and the Runoff Election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.
 - c. Each Participating Political Subdivision agrees to order any Runoff Election(s) at its meeting for canvassing the votes from May 3, 2025 Joint Election, and to conduct its drawing for ballot positions at, or immediately following, such meeting in order to expedite preparations for its Runoff Election.
 - d. Each Participating Political Subdivision eligible to hold Runoff Elections after the May 3, 2025 Uniform Election Date agrees that the date of a necessary Runoff Election shall be held in accordance with the Texas Election Code, which will be Saturday, June 7, 2025.

6. GENERAL PROVISIONS

- a. Nothing contained in this Election Services Contract shall authorize or permit a change in the officer with whom, or the place at which any document or record relating to the Participating Political Subdivision's May 3, 2025 Joint Election are to be filed, or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- b. Upon request, the Contracting Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivision.
- c. If the Participating Political Subdivision cancels their elections pursuant to Section 2.053 of the Texas Election Code, the Participating Political Subdivision shall pay the Contracting Officer a contract preparation fee of \$75.00 and will not be liable for any further costs incurred by the Contracting Officer.
- d. The Contracting Officer shall file copies of this contract with the County Judge and the County Auditor of Collin County, Texas.

WITNESS BY MY HAND THIS ____ DAY OF _____ 2025.

Kaleb Breaux, Elections Administrator
Collin County, Texas

WITNESS BY MY HAND THIS ____ DAY OF _____ 2025.

Approved By:

Signed: _____

Name: _____

Title: _____

Witnessed By:

Signed: _____

Name: _____

Title: _____

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 3, 2025 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 3, 2025. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at a flat rate of \$78. Election judges and clerks that elect to complete online training shall be compensated at a rate of a flat \$50. In the event that an Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

Election Day – Presiding Judge (\$19.557/hour), Alternate Judge (\$18.2532/ hour), Clerk (\$16.9494/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #9). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 31, 2025) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list of candidates and/or propositions must be completed on the ballot language form provided by the Elections Administrator, the information will preferably be in sentence case format, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged with the Central Appraisal District, then the appropriate school district ballot content appearing on the ballot, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of the facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 3, 2025 election will be as follows:

Tuesday, April 22, 2025 through Saturday, April 26, 2025; 8am – 5pm
 Sunday, April 27, 2025; 11am-5pm
 Monday, April 28, 2025 through Tuesday, April 29, 2025; 7am-7pm

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A100
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator

Presiding Judge: Early Voting Ballot Board Judge
 Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and members of the general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections. On a case-by-case basis, the Elections Administrator may consider administering an entities election for portions outside of Denton County.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be determined by the Secretary of State, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location. If an entity requests an Early Voting location outside of their jurisdiction and the request is granted, the participating authority shall be responsible for an equal portion of the actual cost associated with the early voting location requested.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Final determination of Early Voting and/or Election Day locations will be confirmed by the Elections Administrator.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and/or fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$750 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

The fee for programming each participating authority's election will be based on the number of races within their election. The fee schedule is as follows:

Programming Fees	
# of Races	DCEA fee
1-5	\$750.00
6-10	\$1,265.00
11-20	\$1,650.00
21-40	\$2,090.00
41-75	\$2,640.00
76-100	\$3,135.00

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.

3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.798
Voter Registration Clerk	\$35.788 - \$37.718
Technology Resources Coordinator	\$50.666
Elections Technician	\$32.593 - \$40.057
Voter Registration Coordinator	\$42.854
Training Coordinator	\$52.800
Election Coordinator	\$35.635

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 3, 2025 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

Entity	Estimate
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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 13th day of January, 2025 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2025 been executed on behalf of the **REPLACE WITH NAME OF POLITICAL SUBDIVISION HERE** pursuant to an action of the **REPLACE WITH NAME OF POLITICAL SUBDIVISION'S GOVERNING AUTHORITY HERE** so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE **REPLACE WITH NAME OF POLITICAL SUBDIVISION HERE**:

APPROVED:

ATTESTED:

TITLE OF PRESIDING OFFICER

TITLE OF PERSON ACTING AS SECRETARY

TEXAS MUNICIPAL CLERKS CERTIFICATION PROGRAM



Election Calendar

For a City's General Election on May 3, 2025

(last updated December 3, 2024; subject to 89th Legislative Session)

Abbreviations in the calendar are the same as those in the *Texas Municipal Election Law Manual* (6th edition) [M]. This most recent edition has a green cover. Check that you have any updated pages that address legislative changes since the edition was originally printed.

This calendar does not apply to all elections. For example, to prepare a calendar for a special election to fill a vacancy in office (even one on a uniform election date), see M §12.03; for a special election on a measure, see M §12.12. This calendar omits actions that vary from one city to another (for example, preparation of voting equipment). Each city secretary should use the chart at M §1.62 to create a personal election calendar. Always verify the latest version of this calendar on the TMCA's website. The calendar is subject to correction and legislative change.

Dates in column 1 are 2025 unless noted otherwise. Actions in column 2 relate to general elections (those in *italics pertain to early voting*). Actions are typically taken by the city secretary, but deviations appear in column 3. Column 4 is a cross reference to the Elections Manual. If this cross reference includes a year, then refer to the updated page, not the originally printed one.

"ED Interval" in column 5 indicates the time between the date of the action and election day. For example, the notation "50th" in the entry for March 14 means mandatory office hours begin the 50th day before election day; the notation "+10" in the entry for May 13 means that the LAST DAY for the presiding judge of the early voting ballot board to mail voters notices of rejected mail ballots is the 10th day after election day. An asterisk (*) in this column indicates the time stated is not required by statute.

When a statutory provision prescribes the LAST DAY for the performance of an act, the number in column 5 reflects that day. If the statutory date is moved because of a Saturday, Sunday, or state or national holiday [M §1.52(b); endnote 6], the resulting date is designated in column 1, and column 5 indicates, in parentheses and italics, the actual number of days measured from election day. Not all due dates revolve around election day and are so noted.

The last column has been reserved to show completion of the event in column 2. A dashed line in the table between entries indicates separate events that fall on the same day.

When reading the Election Code, read the chapter and subchapter titles to determine if the section applies to cities. Not all sections apply. Note that counties cannot order elections of their own in May of even-numbered years and may decline to contract with cities at that time.

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Thur May 2 2024	One-year deadline for posting certain candidacy and other information on the city's website. Note: See endnote 1.	City Secretary	2.13(d)(2)	366	
Mon Dec 16 2024	LAST DAY to post on the city's bulletin board notice of the filing period for the general election (SOS Form 2-1).	City Secretary	2.13(d)(1)	-138 (30 days before 1st day to file)	
Wed Jan 1 2025 NY Day	<i>FIRST DAY voters may apply for a ballot by mail (ABBM), for an Annual ABBM, or for a Federal Postcard Application (FPCA).</i> Note: The first day does not move despite the New Year's Day holiday. See ED – 11 days for end of period.	City Secretary	9.44(a)	1st day of year	
Thu Jan 2	Recommended* period to obtain forms: candidate's application for place on ballot, appointment of campaign treasurer (candidate and specific-purpose committee), report of contributions and expenditures (candidate-officeholder and specific-purpose committee), application for mail ballot, administrative forms, and precinct forms.	City Secretary	5.31	*121st	
Thu Jan 2- Fri Jan 24	Recommended* period to review M §1.62 for possible action: Steps 1-5 (revising election precincts, designating polling places, changing method of voting, and contracting, if any) and Step 12 (establishing or changing terms of election judges).	City Secretary and City Council	1.62	*121st through *99th	
Wed Jan 15	LAST DAY for timely filing of semi-annual report of contributions and expenditures. Note: See endnote 6.	City Secretary	3.12(b) 3.16	Jan 15	
Jan 15	FIRST DAY for filing application for place on general election ballot (SOS Form 2-49). Note: Filing for a general election may occur before the election is ordered (as opposed to a special election). Period ends at 5 p.m. ED – 78 days.	City Secretary	2.13(a) 2.14(a)	108th (30 days before filing dead- line)	
Jan 15	FIRST DAY for filing declaration of write-in candidacy (SOS Form 2-55). Note: Periods ends at 5 p.m. ED – 74 days.	City Secretary	2.18(b)	108th	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Mon Jan 20 to Fri Feb 14	Recommended* period and statutory deadline for ordering a general election (SOS Form 1-2). Note: While the 6th edition of the manual recommends ordering shortly before the opening of the filing period for the general election, there is no statutory “first day,” and an order can be made when convenient. However, to avoid confusion, wait until after the prior election and runoff. Sometimes the phrase “calling” election is used. The deadline may be different for a special election. See endnote 2 for mock student elections. Home-rule cities see endnote 3. Cities contracting should informally notify their contracting partners as soon as possible.	Mayor	6.03	*103rd through 78th	
Mon Feb 3	LAST DAY for small city in small county to apply for exception to accessibility requirements (SOS Form 16-1). Note: Because the deadline falls on Sun, it moves to Mon.	City Secretary to SOS	5.25(c)	90th (89th)	
Tue Feb 11 midnight	Death and ballot preparation: If a candidate dies on or before this date, the City Secretary MUST remove the candidate’s name from ballot. Note: If a candidate dies after this date but on or before the filing deadline, see endnote 4.	City Secretary	6.23(c)	81st [day before day before filing deadline (3rd day)]	
Fri Feb 14	LAST DAY for ordering a general (SOS Form 1-2) or special election (SOS Form 1-8) for the May uniform date. Note: See endnote 2 for student elections. Home-rule cities see endnote 3.	Mayor	6.03	78th	
Feb 14 5 p.m.	LAST DAY for filing application for place on general election ballot (SOS Form 2-49). Note: City Secretary’s office should stay open until 5 p.m. Mailed applications are filed when received. For deceased candidates, see endnote 4. If no candidate has filed in a city with 4-year terms, the filing deadline is extended to ED – 57 days (except in Nov. of even-numbered years. Home-rule cities see endnote 3.	City Secretary	2.13 6.23(c)	78th	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Feb 14	Recommended* first day to provide 4-day notice of drawing to candidate. Note: Only written notice by mail is required 4 days before the drawing, but phone or email notice should follow the same timeline. Public notice must be posted (SOS Form 3-1) 72 hours before date of drawing.	City Secretary	6.22(a)(2)	*78th	
Mon Feb 17 President Day	Recommended* first date for preliminary work to appoint election judges.	City Secretary	7.01	*75th	
Feb 17	Recommended* first day to post public's 72-hour notice of drawing for order of names on ballot (SOS Form 3-1).	City Secretary	6.22(a)	*75th	
Tue Feb 18 5 p.m.	LAST DAY for a write-in candidate to declare candidacy in the general election (SOS Form 2-55). Note: City Secretary's office should stay open until 5 p.m. Mailed applications are filed when received. For deceased candidates, see endnote 4.	City Secretary	2.18(b)	74th	
Wed Feb 19	Recommended* date to deliver the certification of unopposed candidates to city council if a candidate does not have an opponent in an election considered to be a separate election (SOS Form 13-1).	City Secretary	6.12	*73rd	
Thu Feb 20 to Mon Feb 24	Recommended* period to conduct drawing for order of names on ballot, prepare ballot format, and send information to the printer. Note: Notice of drawing (SOS Form 3-1) must be posted 72 hours before drawing. Ask candidates to proof their names and officers.	City Secretary	6.22(b) 6.25 6.26	*72nd through *68th	
Fri Feb 21 5 p.m.	LAST DAY for omitting a general election candidate's name from the ballot if the candidate withdraws (SOS Form 2-66) or is declared ineligible. A withdrawal after this date is valid if it is submitted before the ballots are prepared AND if the public notice of the logic and accuracy test has not been published. Per EC §145.092(e), EC §1.006 does not apply to withdrawal deadlines.	City Secretary	6.23(c) 2.31(b) 2.33(d)	71st	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Feb 21	Recommended* first day to cancel a general election (SOS Form 13-2). Note: Unopposed races must be cancelled if no opposed at-large race is on the ballot.	City Council	6.13	71st	
Tue Mar 4 to Sat May 3	Period the Texas Ethics Commission will defer an investigation of candidates until after election (or runoff).	City Secretary Texas Ethics Commission	3.01(b)(2)	60th through ED or runoff	
Mar 4	LAST DAY to deliver notice of the election to the county clerk and voter registrar of each county where the city is located. Note: This is not the publication or posting deadline. For counties with elections administrators, notice goes to them.	City Council (City Secretary)	6.54(a)	60th	
Mar 4	Recommended* day to contact the county concerning availability of the initial list of voters who submitted annual applications for ballot by mail (ABBM).	City Secretary	9.43	*60th	
Fri Mar 7 5 p.m.	Extended deadline to file for a place on the ballot in a city office having a 4-year term if no candidate files by ED – 78 days. Note: This extension is not applicable in Nov. of even-numbered years.	City Secretary	2.13(b)	57th	
Mon Mar 10 to Fri Mar 21	Recommended* period for appointing election judges (SOS Forms 4-15, 4-16, 4-17) plus members of the EVBB (SOS Forms 4-19) and SVC (SOS Form 10-12, 10-13, 10-14). Note: Home-rule cities see endnote 3. The SVC cannot meet until ED – 20 days. The EVBB can meet any time after ballots are returned and no later than ED – 9 days.	City Council	7.42(a)(2) 7.23-.24 7.33-.34	*54th through *43rd	
Thu Mar 13	Recommended* date to print ballots that have been prepared earlier.	City Secretary	6.25	*51st	
Fri Mar 14	FIRST DAY of mandatory office hours. Note: City Secretary's office must be open at least 3 hours a day during regular office hours on regular business days. Period ends ED + 40 days. See endnote 6.	City Secretary	6.80(a)	50th	
Mar 14	LAST DAY for a challenge of a candidate application based on form, content, procedure.	City Secretary	2.16(d)	50th	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Wed Mar 19	<i>LAST DAY to mail ballots to FPCA voters and other voters who are eligible for early voting because they are voting from outside the U.S.</i> Note: If it is not possible to mail these ballots by this deadline, the City Secretary must notify the SOS within 24 hours. SOS does not apply EC §1.006 to this deadline. Respond to FPCA applications received after this date within 7 days (the same as non-FPCA applications). Rosters must be posted to website by 11 a.m. on the following day (SOS Forms 5-7 & 6-55).	City Secretary	9.49(b) 9.82	45th	
Thu Apr 3 5 p.m.	LAST DAY for filing first report of campaign contributions and expenditures by opposed candidates and specific-purpose committees. Note: City Secretary's office should stay open until 5 p.m. The deadline is extended to midnight for electronic filing. See endnote 5 for current threshold dollar amounts.	City Secretary	3.13(b)	30th	
Apr 3	LAST DAY for submitting voter registration application in time to vote at the election or for requesting transfer of registration in time to vote in new precinct not in the same county and territory.	Registrar	4.07(f) 4.07(g)	30th	
Apr 3 to Wed Apr 23	Period for publishing notice of election (SOS Form 1-14). Note: Must be published once; perhaps more for a special election on a measure. Home-rule cities see endnote 3.	Mayor	6.52(a)	30th through 10th	
Apr 3	FIRST DAY to begin posting continuous notice if SVC meets on first available date (ED – 20 days). Note: The city council appoints (SOS Form 10-13) not later than 5 days after the City Secretary calls for appointment (SOS Forms 10-12). Post notice of appointment (SOS Form 10-14), notice of delivery (SOS Form 10-15), and notice of meeting (SOS Form 10-16).	City Secretary City Council	6.70(a) 7.33 7.34	*30th	
Apr 3	Recommended* last day to request voter registrar to prepare lists of registered voters and furnish statement of residence forms to be used in conducting the election.	City Secretary	4.34(a)	*30th	
Apr 3	Recommended* day to begin posting the notice of voting order priority for voters with mobility issues on the city's website (SOS Form 7-38).	City Secretary	10.23(c)	*30th	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Sat Apr 12 (Fri Apr 11 recom- mended)	LAST DAY for posting notice of election (SOS Form 1-14) on <i>the</i> bulletin board used for posting notices of city council meetings and website. Note: Notice must include date of election, location of each polling place, and each candidate and measure on the ballot Note: For cities conducting special elections on measures, additional posting and publication requirements may apply. Home-rule cities see endnote 3.	City Secretary	6.52(b) 12.15(e)	21st (22nd)	
Sun Apr 13 (Fri Apr 11 recom- mended)	Type B cities: LAST DAY to post notice of election in 3 public places (SOS Form 1-14). Note: EC §1.006 does not apply to this LGC deadline; the better practice is to post before the weekend.	City Secretary	6.52(b)(3)	20th (22nd)	
Apr 13	<i>FIRST DAY SVC may begin work.</i> Note: EC §1.006 does not apply to the starting date. EC §87.0271 requires SVC to inform voters of certain defects in the carrier envelope within 2 days of identification (SOS Forms 10-28 to 10-32).	City Secretary	6.70(a) 6.72	20th	
Mon Apr 14	<i>LAST DAY for unregistered FPCA applicant to apply and be eligible to vote a full ballot.</i> Note: Because the deadline falls on Sun, it moves to Mon for postmarked FPCAs.	City Secretary	9.61(a)	20th (19th)	
Tue Apr 15 to Tue Apr 22	<i>Period when unregistered FPCA applicants received a federal ballot only.</i> Note: This may mean no ballot is sent.	City Secretary	9.61 9.68(a) chart	19th thru 11th	
Apr 15	<i>Recommended* last day for publication of notice of the test of automatic tabulating and DRE equipment to be used in early voting (SOS Forms 15-1 to 15-8).</i> Note: Notice for tabulating equipment must be 48 hours before date of test. Notice for DRE equipment must be 48 hours before test begins. DREs cannot be used after Sept 1, 2026 except by disabled voters.	City Secretary	6.63(d)(1) 6.63(d)(2) 6.64(c)	*18th	
Fri Apr 18	<i>LAST DAY to accept an FPCA without a postmark and mail the voter a full ballot.</i> Note: The voter only gets a federal ballot if checking “my intent to return is uncertain” or “my return is uncertain.”	City Secretary	9.66(b)	15th	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Apr 18	LAST DAY to notify judges of duty to hold the election (SOS Form 4-17).	Mayor	7.44(a)	15th	
Apr 18	LAST DAY to challenge write-in candidate for form, content, and procedure.	City Secretary	2.18(f)	15th	
Sat Apr 19	<i>LAST DAY for conducting first test of automatic tabulating and DRE equipment to be used for early voting.</i> Note: Notice for tabulating equipment must be 48 hours before date of test. Notice for DRE equipment must be 48 hours before test begins. DREs cannot be used after Sept 1, 2026 except by disabled voters.	City Secretary	6.63(d) 6.64(c)	2 days before early voting in person starts	
Mon. Apr 21 San Jacinto Day	FIRST DAY a voter who becomes sick, disabled, or confined due to childbirth on or after this date may apply for late (emergency) early voting ballot (SOS Form 5-32. Note: <i>Period ends at 5 p.m. on ED. For uniform election dates, the calculation is ED – 12 days, but for other elections, the period starts the day before the last day to apply for a ballot by mail. EC § 1.006 does not apply to first day.</i>	Voter	9.73	12th	
Tue Apr 22	<i>LAST DAY to accept application for a ballot to be voted by mail, by 12 noon or close of business, whichever is later.</i> Note: If the deadline falls on a Sat, Sun, or legal holiday, then personal delivery must be the first regular business day preceding that day. Originals are due 4 days after fax or email (except emailed FPCA).	City Secretary	9.44(b)(1) 9.45(b-c) 9.68(b) chart	11th	
Apr 22	<i>FIRST DAY for early voting by personal appearance.</i> Note: Because the first day is a legal holiday, it moves to the next day. EC § 85.005(a). If voting will be conducted on Sat or Sun, notice of same must be posted at least 72 hours before such voting begins (SOS Form 5-15). The EV period in Nov. is longer. Rosters (SOS Form 5-6) must be posted by 11 a.m. on the day after voting. Period ends ED – 4 days.	City Secretary	9.14	12 th (11th)	
Apr 22	<i>LAST DAY to accept an FPCA.</i> Note: The unregistered FPCA voter may only get a federal ballot, which may mean no ballot.	City Secretary	9.61(c) 9.68(b) chart	11th	
Apr 22	<i>LAST DAY for county clerk or election administrator to deliver final list of voters that submitted an annual ABBM.</i>	City Secretary	9.43(a)(1)	11th	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Wed Apr 23	LAST DAY to publish notice of election (SOS Form 1-14). Note: Home-rule cities see endnote 3.	Mayor	6.52(a)(1)	10th	
Thu Apr 24	<i>If the EVBB has not yet met, it must do so by this date.</i> Note: While the date the EVBB meets is now uniform regardless of county population, the EVBB may not count ballots until after the end of early voting by personal appearance unless there is a joint election in a county with population of 100,000 or more. 24-hour notice must be posted for each delivery of voting materials made before ED (SOS Forms 10-3 & 10-4). The board must provide notice of opportunity to cure certain defects in the carrier envelope within 2 days of identifying the deficiency (SOS Form 10-32).	Early Voting Ballot Board	9.57(a)(2) [2024] 9.57(f)(2) 10.03	9th	
Fri Apr 25 5 p.m. or midnight	LAST DAY for filing second report of campaign contributions and expenditures by 5 p.m. or midnight if filing electronically. Note: Deadline extended to midnight for electronic filing. See endnote 5 for current monetary thresholds. Reports must be posted to the city's website no later than 10 business days after receipt.	City Secretary	3.13(c)	8th	
Mon Apr 28	<i>FIRST DAY for death in family to qualify for late (emergency) early voting (SOS Forms 5-28 & 5-29).</i> Note: While the death occurs on or after the day before the last day of early voting by personal appearance, the application cannot be submitted until the day after early voting by personal appearance ends. Voting by this method ends close of business the day before ED.	City Secretary	9.73(a)	5th	
Tue Apr 29	<i>LAST DAY of "regular" early voting by personal appearance (versus special forms of early voting).</i>	City Secretary	9.11(b)	4th	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Apr 29 to Sat May 3 7 p.m.	<i>Once early voting by personal appearance is over until 7 p.m. on ED, early voting materials may be delivered to the EVBB for qualifying purposes when paper ballots are used or automatically tabulated ballots are used at a central counting station. Note: Ballots may not be counted until ED, except if election is held jointly with a county of 100,000 or more. Post notice of delivery continuously 24 hours before each delivery (SOS Forms 10-3 & 10-4). Ensure that the counting equipment has been tested at least 48 hours before tabulation begins.</i>	City Secretary	9.57(a)(1) 9.57(a)(3)	4th through close of polls	
Wed April 30	LAST DAY for first test of automatic tabulating or DRE equipment to be used at a polling place. Note: To ensure 48 hours before 7 a.m. of ED, test must be by 3rd day. Notice must be published at least 48 hours before date of test.	City Secretary	6.63(d)(2) 6.64(b-c)	3rd	
April 30	<i>FIRST DAY the EVBB may begin counting ballots in an election held jointly with a county having a population of 100,000 or more. Note: Ensure that the counting equipment has been tested at least 48 hours before tabulation begins.</i>	Early Voting Ballot Board	9.57(a)(2) [2024] 9.57(f)(1)	3rd	
April 30 to Fri May 2	<i>Period to apply for late (emergency) early voting because of death in family (SOS Form 5-28 & 5-29). Note: Requires absence from county on ED. Period ends the day before ED.</i>	City Secretary	9.73	3rd through 1st	
April 30 to Sat May 3 5 p.m.	<i>Period to apply for late (emergency) early voting because of illness or disability originating on or after ED – 12 days (SOS Form 5-32). Note: Application deadline ends at 5 p.m., but ballot can be returned until 7 p.m.</i>	City Secretary	9.72(b)	3rd through ED	
Fri May 2	<i>LAST DAY to deliver precinct list of registered voters, with the early voting voters marked, to presiding judges and recommended date for delivery of supplies to presiding judges.</i>	City Secretary	9.83(e)	1st	
May 2	One-year deadline to post certain information on the city's website for the next general election to be held on May 3, 2025. Note: See endnote 1.	City Secretary	2.13(d)(2)	next May election - 365 days	
May 2	Recommended* date for delivery of equipment to polling places. Note: Statutory deadline is 6 a.m. on ED.	City Secretary	6.65(b)	*1st	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
May 2	Recommended* day to post notice of council meeting to canvass the returns if canvass will be on 3rd day after election. Note: Notice must be posted at least 72 hours before time of meeting. Due to late ballots that can be counted, a later canvass may be likely.	City Secretary	11.13	*1st	
Sat May 3 7 a.m. to 7 p.m.	ELECTION DAY. Note: <i>Early voting clerk's office must remain open for early voting activities.</i> Voting by sick or disabled voters may occur at the main early voting place where electronic voting systems are used at precinct polling place (SOS Form 6-57).	City Secretary	10.13(c)(1)	ED	
May 3	<i>Deliver early voting ballots, etc., to EVBB.</i> Note: Second key to ballot box is delivered by chief of police or marshal.	City Secretary Judge EVBB (sets time)	10.13(c)(1) 9.57(b)(1)	ED	
May 3 5 p.m.	<i>LAST HOUR for late applications for ballots (SOS Form 5-32) from voters who became ill or disabled on or after ED – 12 days.</i>	City Secretary	9.72(b)	ED	
May 3 7 p.m.	<i>LAST HOUR for receiving ballots from voters who became ill or disabled on or after ED – 12 days.</i>	City Secretary	9.72(b)	ED	
May 3 7 p.m.	<i>LAST HOUR to receive mailed ballots with no postmark, except overseas and armed forces ballots and certain ballots placed for delivery before this deadline.</i> Note: Check mailbox at 7 pm regardless of regular delivery schedule. See deadline ED +1 day.	City Secretary	9.50(a)	ED	
May 3 after 7 p.m.	Receive precinct records, voted ballots, etc. Note: Chief of police or marshal receives keys to ballot boxes containing voted ballots.	City Secretary Mayor	10.13(c) 10.32(d)	ED	
May 3 after 7 p.m.	Prepare unofficial tabulation of results. Note: Presiding judge must notify City Secretary if counting will not be complete by 2 a.m.	City Secretary	10.34 10.32(b)	ED	
Mon May 5 5 p.m.	<i>LAST DAY to receive mailed ballots if the carrier envelope arrives before 5 p.m. and has a cancellation mark indicating it was placed for delivery at or before 7 p.m. local time for the place of election.</i> Note: Because the deadline falls on Sun, it moves to Mon. This deadline applies to voters who applied for a ballot by mail and cast a by-mail ballot from within the U.S. Check your mailbox at 5 p.m.	City Secretary	9.50(a)	+1 (+2)	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
May 5	LAST DAY to deliver provisional ballots to voter registrar of each county in which city is located. Note: Because the deadline falls on Sun, it moves to Mon.	City Secretary	10.30(a)(2)	+1 (+2)	
Tue May 6 to Mon May 12	<i>Period during which EVBB may meet to count ballots received from outside the U.S. if the early voting clerk certifies that all ballots mailed from outside the U.S. have been received.</i> Note: The ED interval is +13 in Nov. of even numbered years.	Early Voting Ballot Board	11.02	+3 through +9	
May 6 to Wed May 14	<i>Recommended* period to complete report of early votes cast for each candidate or measure, by election precinct.</i> Note: must occur before canvass.	City Secretary	11.04(b)	*+3 through *+11	
May 6 to Wed May 14	Period for official canvass. Note: <ul style="list-style-type: none"> ● TIMING: canvass may occur only if all FPCA and provisional ballots have been counted, and the time to cure any deficiencies in mailed ballot carrier envelopes has expired. ● PERIOD: 11 days except even Nov. (14 days). ● QUORUM: 2 but see runoff note. ● WINNER: cannot assume office (accept Type A cities) until canvass & oaths. ● PIA: Images of voted ballots or cast vote records are publicly available the day after the canvass. See SOS Advisory 2024-20 for redaction guidance. ● RECOUNTS: petition is due 2 p.m. 1st day (expedited) or 5 p.m. 3rd day after canvass. ● RUNOFF (not a tie): order not later than 5 days after the canvass. It is recommended that the runoff be ordered and notice issued at the canvass meeting (which would require a normal quorum). 	Mayor (sets time) City Secretary (records results) City Council (takes action)	11.12	+3 through +11	
May 6 to Wed May 14	After canvass, recommended* period to issue certificates of election (SOS Form 23-1), official statement of elected officer (SOS Form 23-3), and oath of office (SOS Form 23-2). Note: If a recount is requested documents are not issued until after the recount.	Mayor City Secretary	11.20 11.21	*+3 through *+11	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
May 6 to Tue May 27	Period for partial manual count of electronically counted ballots to begin not later than 72 hours after polls close and be completed by ED +21st day. Note: Because the deadline falls on Sat and Mon is Memorial Day, the deadline moves to Tue.	City Secretary	11.31	+3 through +21 (+24)	
Thu May 8	<i>LAST DAY to receive a ballot from military or non-military voters casting from outside the U.S. who submitted an ABBM, IF cancellation mark indicates ballot was placed for delivery by 7 p.m. on ED.</i>	City Secretary	9.50(b)(1) 9.68 11.02	+5	
Fri May 9	<i>LAST DAY to receive an FPCA ballot from a member of the U.S. Armed Services or Merchant Marines or a spouse or dependent of a member. Note: NO cancellation or receipt mark showing date placed for delivery is required on these ballots.</i>	City Secretary	9.50(b)(2)	+6	
May 9	LAST DAY for provisional voter to present ID to voter registrar or execute required affidavit (SOS Form 9-5).	Voter Registrar	10.30(d) 9.26(d)(3)	+6	
May 9	LAST DAY for voter registrar to complete the review of provisional ballots. Note: The period is one day longer for elections in Nov. of even-numbered years	Voter Registrar	10.30(d)	+6	
May 9	<i>LAST DAY for a vote-by-mail voter to cure certain deficiencies in the carrier envelope.</i>	Voter	6.72	+6	
May 9	Type A cites: FIRST DAY elected officials may qualify and assume duties of office. Note: LGC §22.006 states 5th day after election not counting Sun. The resulting day is the 6th day after. Officials may not take office until the canvass is complete unless the election was cancelled. EC §86.007(d-1) does not apply.	Candidate with City Secretary	11.23(a)	+6	
Sat May 10	<i>FIRST DAY a mailed ballot can be rejected if (1) the carrier envelope was not properly executed or is missing a statement of residence, and (2) the signatures do not match; provided the voter has been notified. Note: EC §1.006 does not apply to first days.</i>	Early Voting Ballot Board	6.72 11.03(a)	+7	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Mon May 12	LAST DAY for the EVBB to convene for counting the provisional ballots or any mail ballots timely and properly received after ED. Note: This deadline is the 13th day for elections in Nov. of even-numbered years.	Early Voting Ballot Board	11.01(b)	+9	
Tue May 13	LAST DAY for presiding judge of EVBB to mail notices of rejected mail ballots to voters (SOS Form 6-2).	Judge of EVBB	11.03(a)	+10	
Wed May 14	LAST DAY for conducting the official canvass of the election.	City Council	11.12	+11	
Thu May 8	LAST DAY to register to vote for the runoff of the May 4 election.	Voter Voter Registrar	4.07(f) 4.07(g)	June 7 runoff – 30 days	
May 8 to Wed May 28	Period to publish notice of the runoff election. Note: The runoff must be ordered first. See note for the canvass period.	City Secretary	6.52(a)	June 7 runoff – 30 days to – 10 days	
Fri May 16 to Sat May 24 (May 23 recommended)	Period during which notice of outcome of provisional ballots must be mailed to voters (SOS Form 9-9). Note: EC §1.006 arguably does not apply to a timeframe set by rule, 1 TAC 81.176(e). Mon, May 26, is Memorial Day. Accordingly, Fri, May 23 is recommended.	Judge of EVBB or City Secretary	11.01(f)	Varies, by 10th day after canvass	
Mon May 19	LAST DAY to make election records available in an electronic format for a fee of not more than \$50.00. Note: Because the deadline is Sun, it moves to Mon.	City Secretary	11.70(c)	+15 (+16)	
Tue May 27	LAST DAY for mailing results of manual count to SOS. Note: The deadline is Sat and Mon, May 26 is Memorial Day. See endnote 6.	City Secretary	11.31(c)	+21 (+24)	
May 27	FIRST DAY of early voting in person for the runoff.	Voter	9.11	June 7 runoff - 11 days	
Mon Jun 2	Type A cities: LAST DAY elected officials may qualify and assume duties of office; if they fail to qualify by this day, the office is considered vacant.	Candidate with City Secretary	11.23(a)	+30	

Date	Action	By or With Whom Taken	M §	ED Interval	✓
Tue Jun 3	LAST DAY of early voting in the runoff.	Voter	9.44 9.11	June 7 runoff – 4 days	
Thu Jun 12	LAST DAY of mandatory office hours.	City Secretary	6.80(a)	+40	
Sat Jun 7	RUNOFF ELECTION DAY.	Voter	12.01(d)	set by SOS	
Thu July 3	FIRST DAY for transfer of voted ballots from the locked ballot box to another secure container and make original voted ballots available	City Secretary	11.70(e)	+61	
Tue July 15	LAST DAY for timely filing of semiannual report of contributions and expenditures.	City Secretary	3.12(b) 3.16(a)	July 15	
Wed Mar 4 2026	Last day of preservation period for ballots and other precinct election records of city election, except for candidate applications.	City Secretary	11.71(c)	day after +22 months	
Tue May 4 2027	Last day of preservation period for candidate applications and certain petitions.	City Secretary	11.71(d)	day after +2 years	

Endnotes

1. Any city imposing an ad valorem property tax must have a website. [Tax §26.18] The following information must be posted on a city's website [M §2.13(d)], if the city maintains a website [M §1.53]: (1) the city's contact information, including a mailing address, telephone number, and e-mail address; (2) each elected officer of the city; (3) the date and location of the next election for officers of the city; (4) the requirements and deadline for filing for candidacy of each elected office of the city for the next election (posted one year prior to the date of that election); (5) notice of city council meetings; and (6) minutes of city council meetings. A city with population of less than 5,000 located in a county with population of less than 25,000 does not have to post (5) and (6). [GC §2051.201].
2. The city's governing body may choose to conduct a mock student election under EC §276.007. The major steps taken for a general election should be taken for a student election. The student election may be held on the first day before the election, but results must not be published until after the polls close on election day.
3. Follow home-rule city's charter provision, if any. However, a home-rule city cannot alter the candidate filing deadline. [EC 143.005(a)].

4. If a candidate on the ballot dies on or before the filing deadline, the City Secretary MAY choose to remove the candidate from the ballot, in which case, the filing deadline is extended 5 days. If that extended filing deadline for filing falls on a weekend or holiday, it moves to the next business day. Withdrawal deadlines after the extended filing deadlines will be impacted.
5. See Texas Ethics Commission rules [1 TAC §18.31] for the full list of reporting triggers and dollar amounts. Typically, these amounts are updated in January, but TEC is launching a two-year program to completely revise the rules. The following is a summary of the most common amounts [M Ch. 3]:

Election Code §	Threshold Description	Original Amount	2024 Amount	2025 Amount
253.031(b)	PAC: amount of contributions or expenditures permitted before appointment of treasurer is required.	\$500	\$1,050	To be determined possibly by January 15
254.036	<i>Electronic Filing Exemption</i> : amount at or below which a filer may qualify.	\$20,000	\$32,810	"
254.095	<i>Local officeholders, contributions</i> : amount over which reporting is required.	\$500	\$1,080	"
254.181 254.182 254.183	<i>Candidate or specific-purpose PAC, modified reporting</i> : contribution or expenditure amount at or below which filers may avoid pre-election reports.	\$500	\$1,080	"

6. See M §1.52 and §6.80 regarding the types of holidays and the impact on deadlines and office hours. Please note, while the SOS does not recognize certain holidays (such as Good Friday), your city attorney may recognize that such a day is not a regular business day and allow the city secretary's office to close. The following are Election Code holidays unless noted otherwise in italics:

Holidays in 2025	Date	Day
New Year's Day	January 1	Wed
Confederate Heroes Day	January 19	Sun
Martin Luther King Jr. Day. (3rd Monday in January)	January 20	Mon
Presidents' Day/Washington's Birthday (3rd Monday in February)	February 17	Mon
Texas Independence Day	March 2	Sun
<i>Cesar Chavez Day</i>	<i>March 31</i>	<i>Mon</i>
<i>Good Friday</i>	<i>April 18</i>	<i>Fri</i>
San Jacinto Day	April 21	Mon
Memorial Day (last Monday in May)	May 26	Mon
Emancipation Day/Juneteenth	June 19	Thu
Independence Day	July 4	Fri
Lyndon Bains Johnson Day	August 27	Wed

Labor Day (1st Monday in September)	September 1	Mon
<i>National Voter Registration Day</i>	<i>September 16</i>	<i>Tue</i>
<i>Yom Kippur</i>	<i>October 1</i>	<i>Wed</i>
Columbus Day/Indigenous Peoples Day (2d Monday in October)	October 13	Mon
Veteran's Day	November 11	Tue
Thanksgiving Day (4th Thursday in November)	November 27	Thu
Friday after Thanksgiving	November 28	Fri
<i>Day before Christmas (not an Election Code holiday)</i>	<i>December 24</i>	<i>Wed</i>
Christmas Day	December 25	Thu
<i>Day after Christmas (not an Election Code holiday)</i>	<i>December 26</i>	<i>Fri</i>



POLICE DEPARTMENT

To: Mayor and Town Council
From: Doug Kowalski, Police Chief
Through: Mario Canizares, Town Manager
Re: 2024 Racial Profiling Report

Town Council Meeting – February 11, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Receive the 2024 Annual Racial Profiling Report for the Prosper Police Department as required by state law.

Description of Agenda Item:

The Racial Profiling Report is a required annual report that must be submitted to the State of Texas through the Texas Commission on Law Enforcement (TCOLE) and the Police Department's governing body as required by Texas State law – Texas Code of Criminal Procedures Section 2.132.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. 2024 TCOLE Racial Profiling Report
2. 2024 Racial Profiling Presentation

Town Staff Recommendation:

Staff recommend that the Town Council receive the 2024 Annual Racial Profiling Report for the Prosper Police Department as required by state law.

Proposed Motion:

I move to receive and accept the 2024 Annual Racial Profiling Report as required by state law.

Racial Profiling Report | Full

Item 6.

Agency Name: PROSPER POLICE DEPARTMENT
Reporting Date: 01/16/2025
TCOLE Agency Number: 085220

Chief Administrator: DOUGLAS A. KOWALSKI

Agency Contact Information:
Phone: (972) 569-1040
Email: doug_kowalski@prospertx.gov

Mailing Address:
801 SAFETY WAY
PROSPER, TX 75078-9948

This Agency filed a full report

PROSPER POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the PROSPER POLICE DEPARTMENT from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the PROSPER POLICE DEPARTMENT if the individual believes that a peace officer employed by the PROSPER POLICE DEPARTMENT has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the PROSPER POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the PROSPER POLICE DEPARTMENT policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The PROSPER POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Item 6.

Executed by: DEVIN REAVES
CASE MANAGER

Date: 01/16/2025

Total stops: 12983

Street address or approximate location of the stop

City street	8402
US highway	3266
County road	9
State highway	898
Private property or other	408

Was race or ethnicity known prior to stop?

Yes	346
No	12637

Race / Ethnicity

Alaska Native / American Indian	55
Asian / Pacific Islander	1757
Black	2929
White	5519
Hispanic / Latino	2723

Gender

Female	4402
Alaska Native / American Indian	14
Asian / Pacific Islander	538
Black	1144
White	2129
Hispanic / Latino	577
Male	8581
Alaska Native / American Indian	41
Asian / Pacific Islander	1219
Black	1785
White	3390
Hispanic / Latino	2146

Reason for stop?

Violation of law	692
Alaska Native / American Indian	3
Asian / Pacific Islander	68
Black	169
White	235

Hispanic / Latino	217
Preexisting knowledge	245
Alaska Native / American Indian	0
Asian / Pacific Islander	7
Black	65
White	70
Hispanic / Latino	103
Moving traffic violation	7949
Alaska Native / American Indian	27
Asian / Pacific Islander	1317
Black	1478
White	3680
Hispanic / Latino	1447
Vehicle traffic violation	4097
Alaska Native / American Indian	25
Asian / Pacific Islander	365
Black	1217
White	1534
Hispanic / Latino	956
Was a search conducted?	
Yes	503
Alaska Native / American Indian	1
Asian / Pacific Islander	6
Black	255
White	133
Hispanic / Latino	108
No	12480
Alaska Native / American Indian	54
Asian / Pacific Islander	1751
Black	2674
White	5386
Hispanic / Latino	2615
Reason for Search?	
Consent	138
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	43
White	44

Hispanic / Latino	49
Contraband	42
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	20
White	19
Hispanic / Latino	3
Probable	284
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	180
White	55
Hispanic / Latino	47
Inventory	19
Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	5
White	7
Hispanic / Latino	4
Incident to arrest	20
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	8
Hispanic / Latino	5
Was Contraband discovered?	
Yes	249
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	134
White	66
Hispanic / Latino	47
No	254
Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	121
White	67
Hispanic / Latino	61

Did the finding result in arrest?
(total should equal previous column)

Yes	0	No	0
Yes	2	No	0
Yes	32	No	102
Yes	17	No	49
Yes	16	No	31

Description of contraband*Item 6.***Drugs 188**

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	107
White	47
Hispanic / Latino	33

Weapons 6

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	2
Hispanic / Latino	0

Currency 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Alcohol 24

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	10
White	7
Hispanic / Latino	6

Stolen property 3

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	3

Other 28

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	13
White	10
Hispanic / Latino	5

Result of the stop**Verbal warning 5499**

Alaska Native / American Indian	23
Asian / Pacific Islander	684
Black	1390
White	2272
Hispanic / Latino	1130
Written warning	4097
Alaska Native / American Indian	18
Asian / Pacific Islander	497
Black	934
White	1905
Hispanic / Latino	743
Citation	3205
Alaska Native / American Indian	13
Asian / Pacific Islander	565
Black	535
White	1291
Hispanic / Latino	801
Written warning and arrest	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	2
Hispanic / Latino	3
Citation and arrest	14
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	3
Hispanic / Latino	5
Arrest	159
Alaska Native / American Indian	1
Asian / Pacific Islander	11
Black	60
White	46
Hispanic / Latino	41
Arrest based on	
Violation of Penal Code	121
Alaska Native / American Indian	0
Asian / Pacific Islander	9

Black	44
White	38
Hispanic / Latino	30
Violation of Traffic Law	21
Alaska Native / American Indian	1
Asian / Pacific Islander	2
Black	8
White	5
Hispanic / Latino	5
Violation of City Ordinance	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2
Outstanding Warrant	38
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	18
White	8
Hispanic / Latino	12

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	1
Officer	0
Both	0
No	12982
Alaska Native / American Indian	55
Asian / Pacific Islander	1757
Black	2929
White	5518
Hispanic / Latino	2723

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Item 6.

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

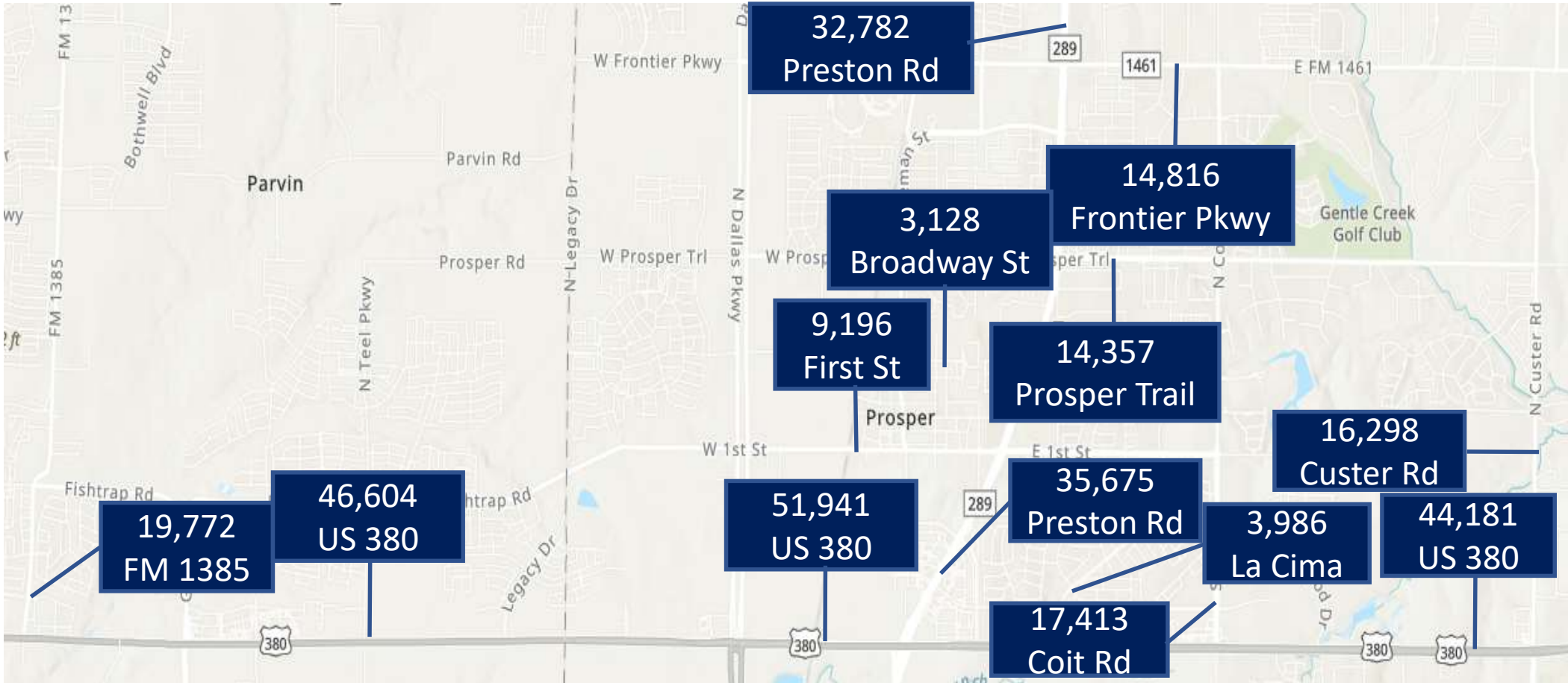
Police Department 2024 Racial Profiling Report

Chief Doug Kowalski
Presented February 11, 2025

310,149 Vehicles per
Day (TXDOT AADT)

231,928 Vehicles per
Day (Flock)

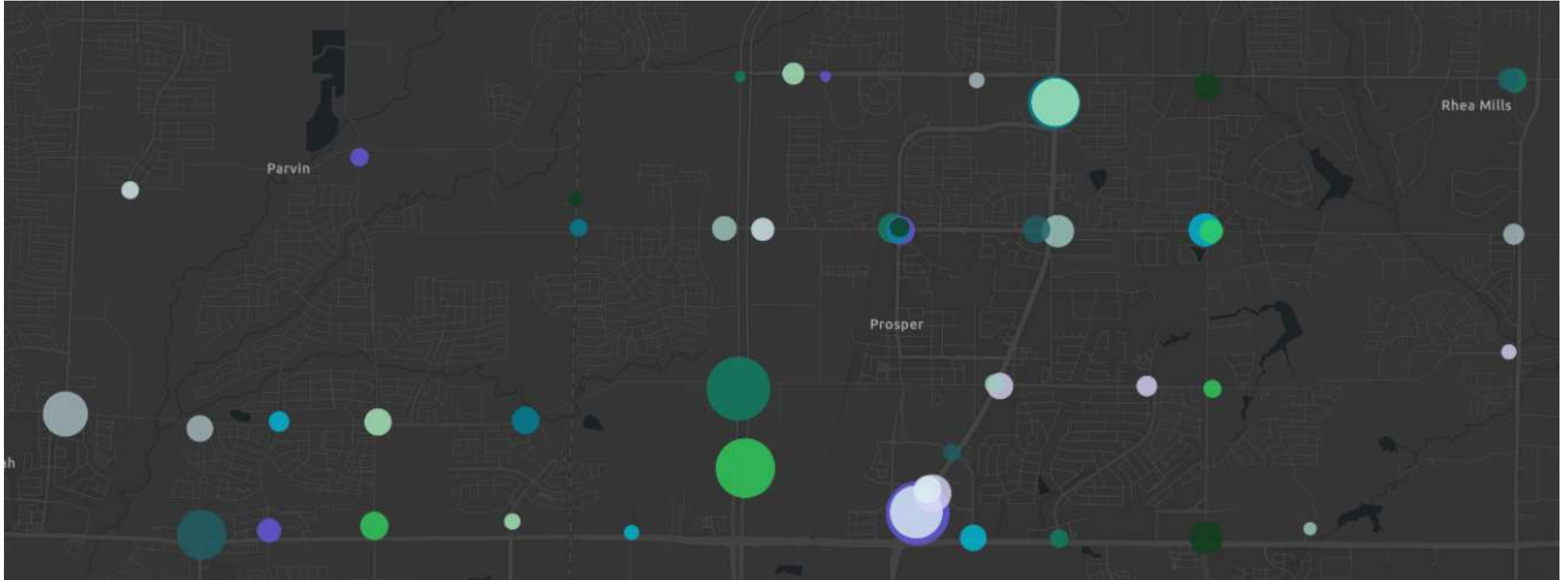
- The uniformed and traffic divisions of the Prosper Police Department are presented with approximately 310,149 traffic stop opportunities or possible encounters on a daily basis per the published daily traffic count by TXDOT (**including US 380**).
- Flock Traffic Counts include internal Town Traffic (**not including US 380**)



TXDOT Annual Average Daily Traffic 2023 Report

AADT= Annual Average Daily Traffic
AADT= VOL x SF x AF

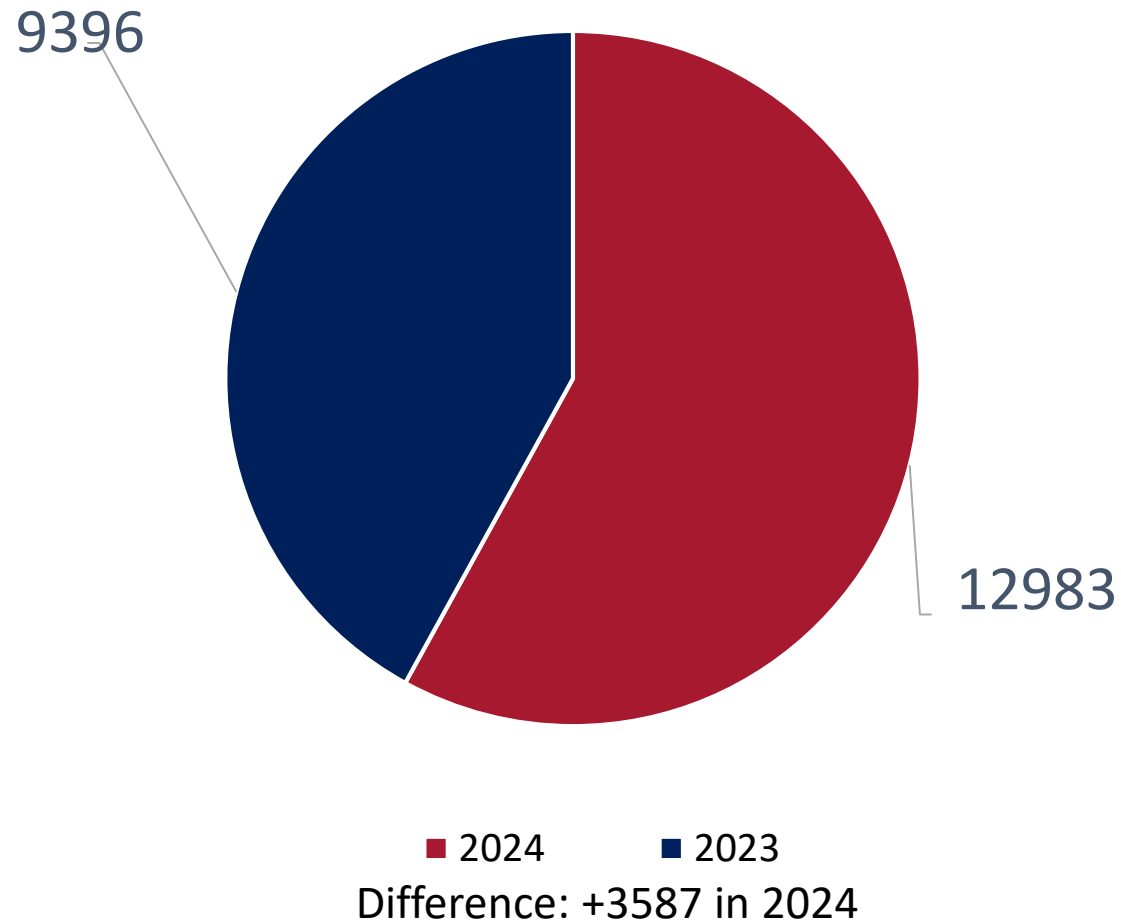
VOL= 24-hr volume count
SF= applicable month/day combination seasonal factor
AF= applicable axle-correction factor



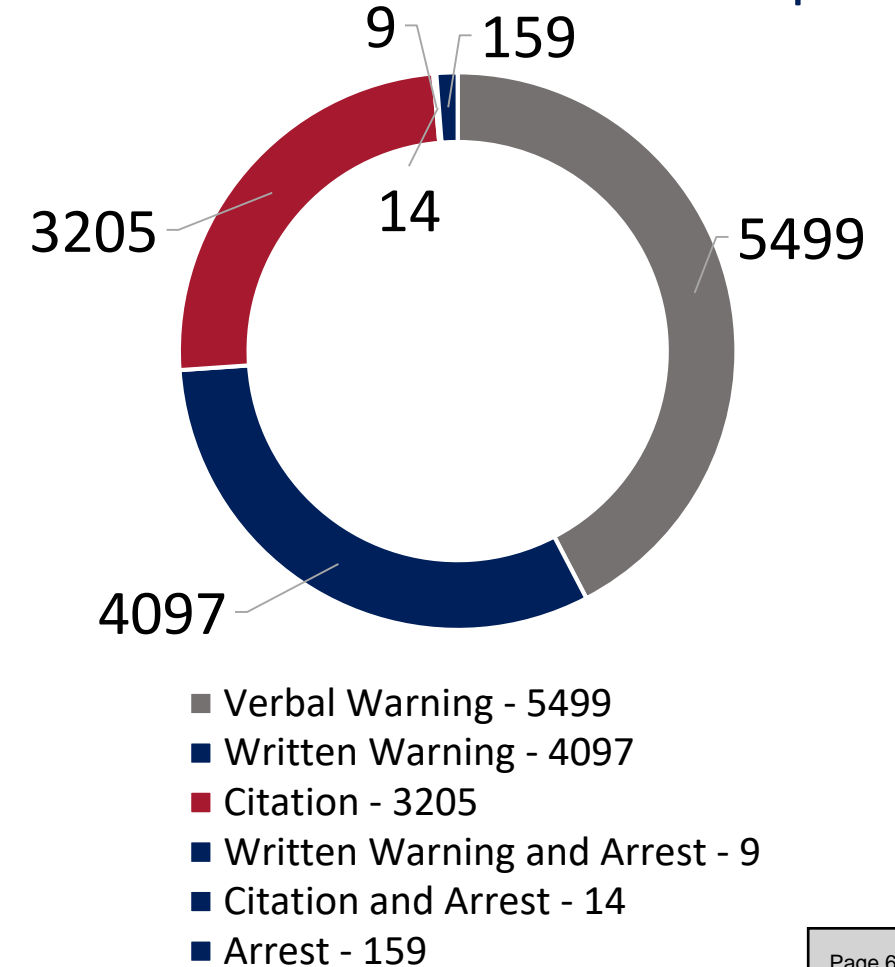
Flock Traffic Counts by Density (2024)

Flock Traffic Count = (1) Monthly Volume of All Vehicles/30

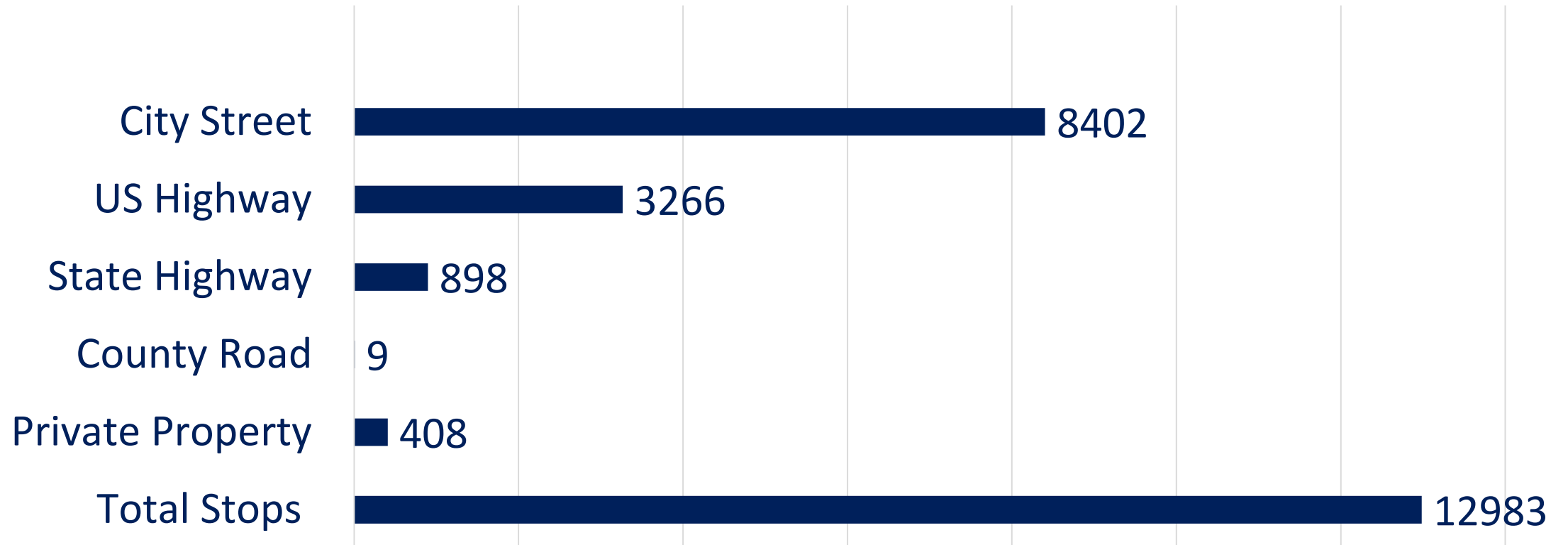
2023 vs 2024 Total Traffic Stops



Results of 2024 Traffic Stops

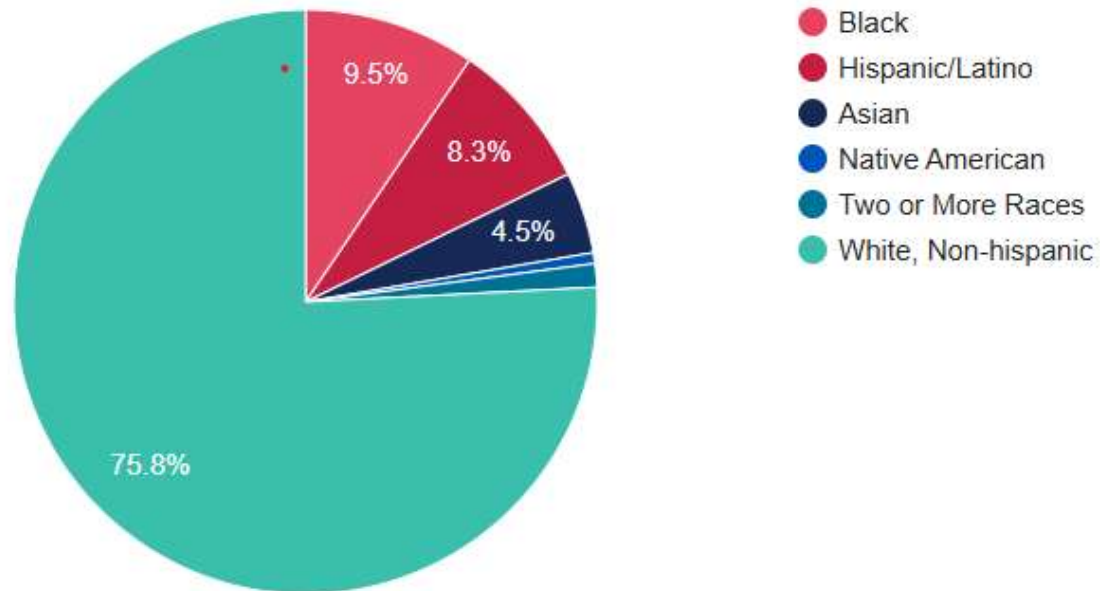


Traffic Stops by Location



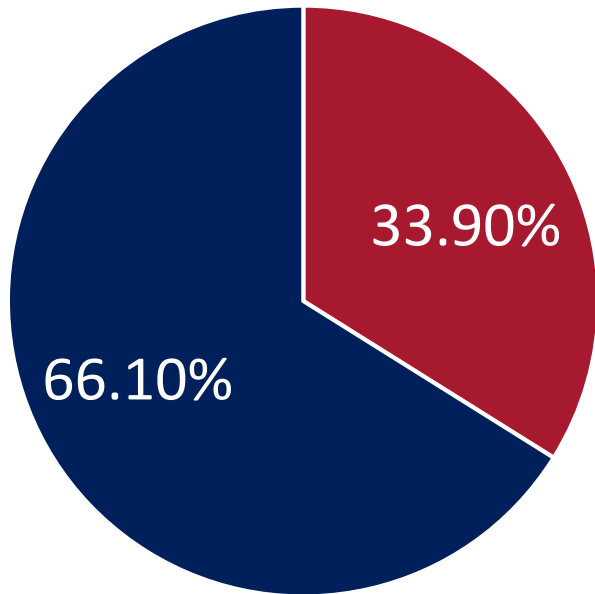
■ Count of Traffic Stops by Location

Race Breakdown



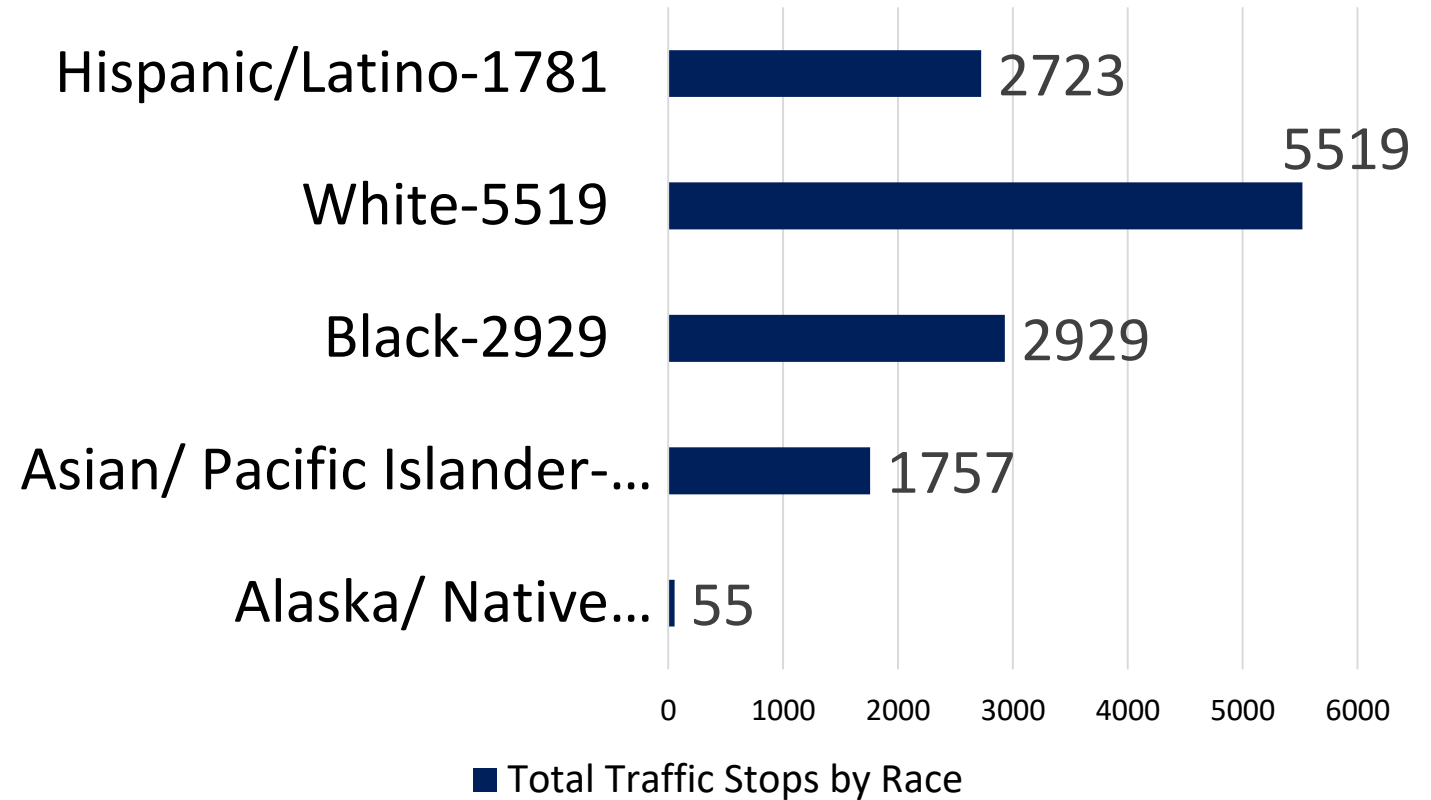
Source: Prosper EDC,
<https://prosperedc.com/site-selection/demographics/#race>

% of Stops by Gender



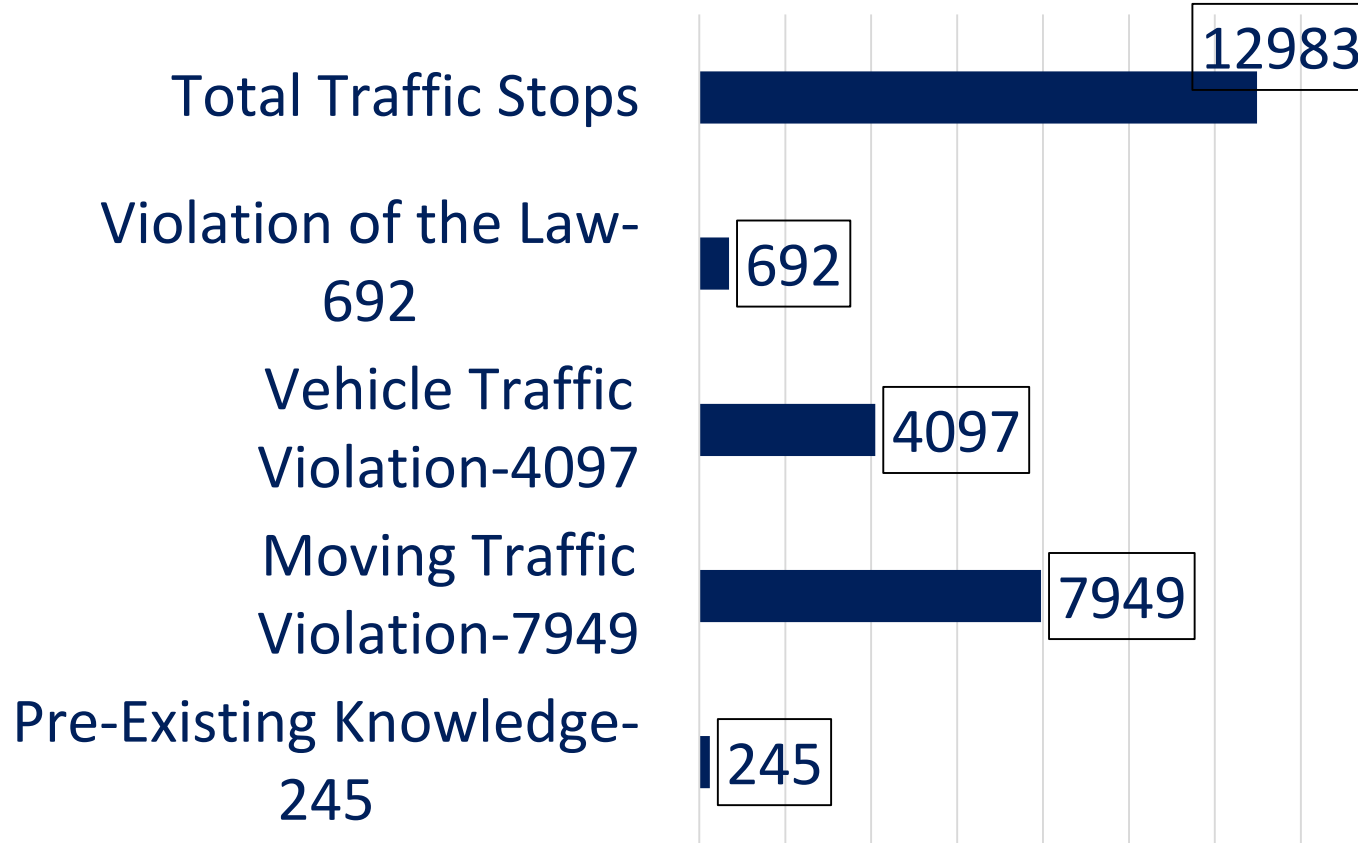
■ Female - 4402 ■ Male - 8581

Total Traffic Stops by Race



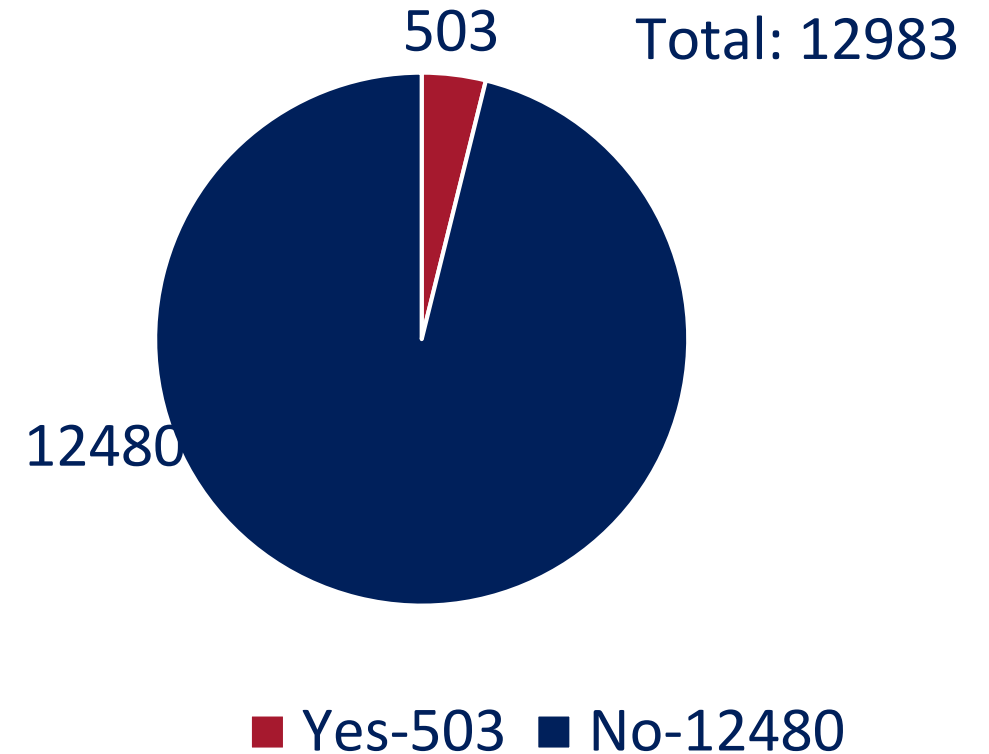
Basic Reasons for Traffic Stops

Reasons for the Traffic Stop



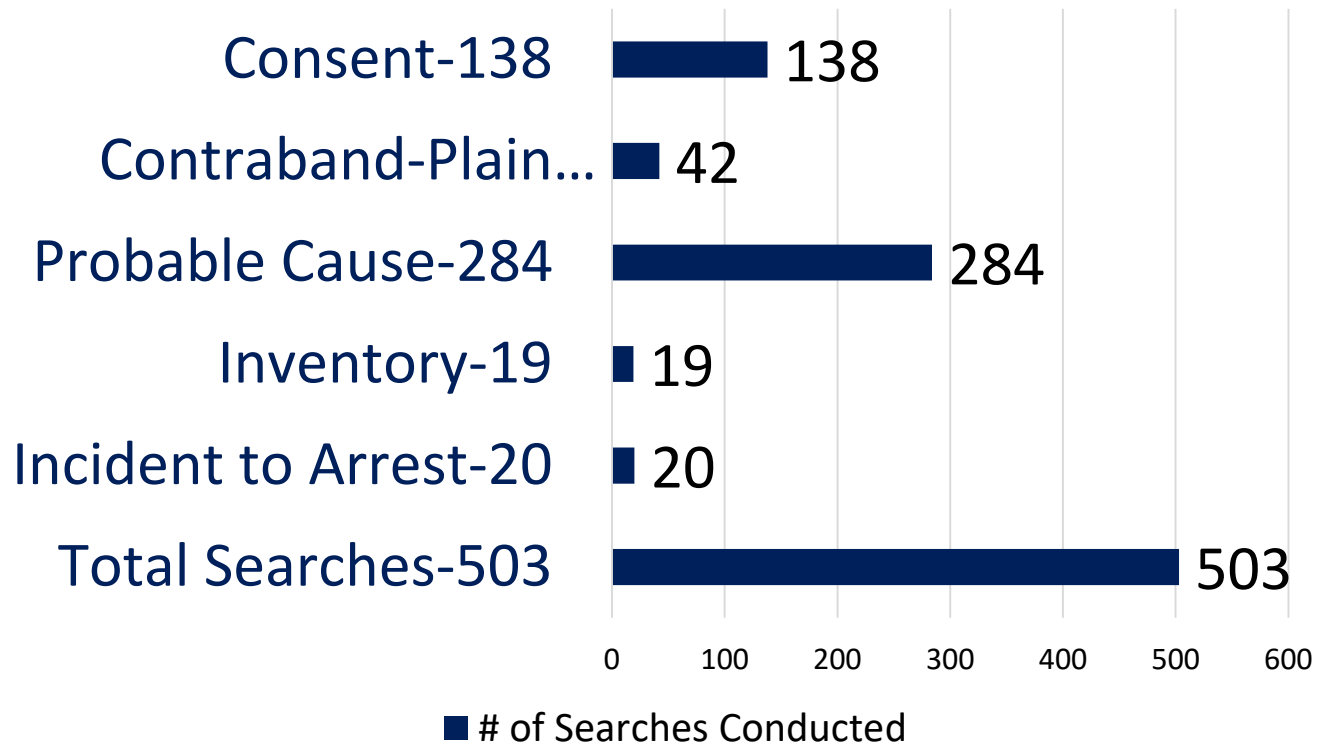
■ # of Stops

Search Conducted During Traffic Stop
Total: 12983

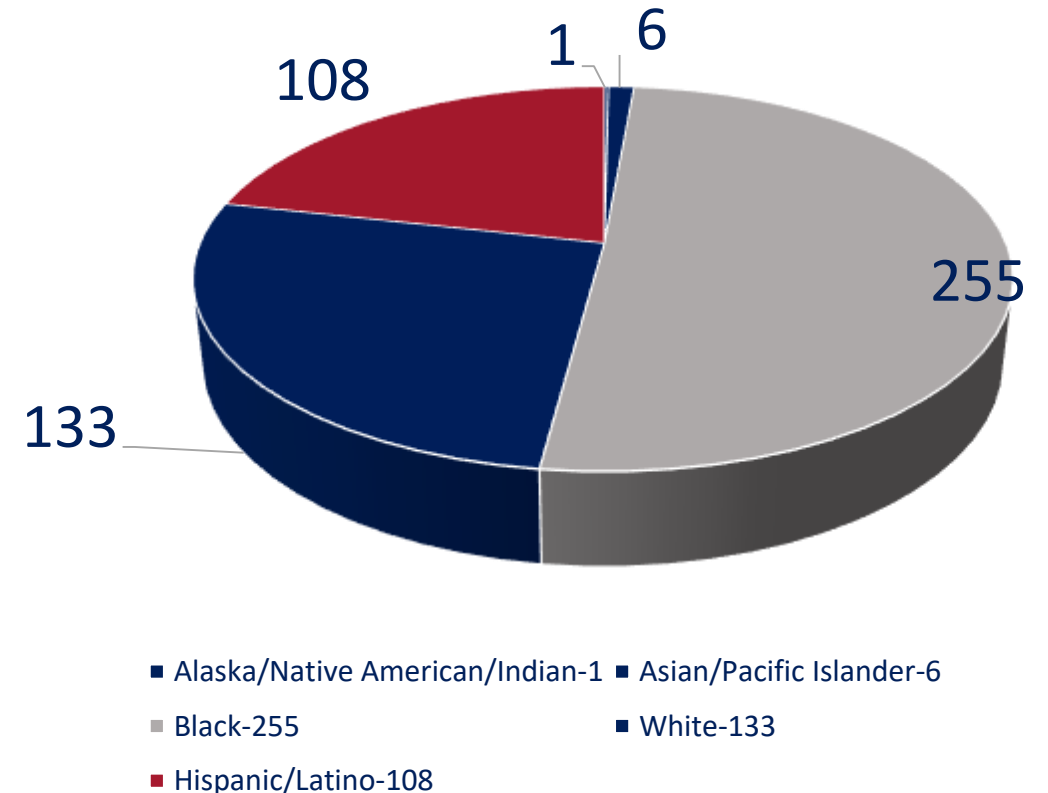


Searches Conducted Traffic Stops

Reason for Searches

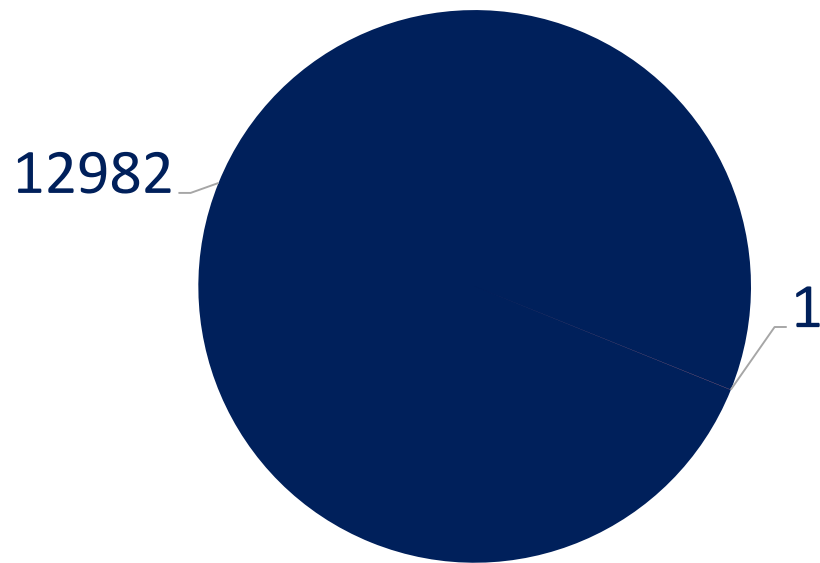


Demographics of 503 Searches Conducted



Use of Force During Traffic Stop & Racial Profiling Complaints

Bodily Injury Occurred as the
Result of an Officer's Response to
Resistance

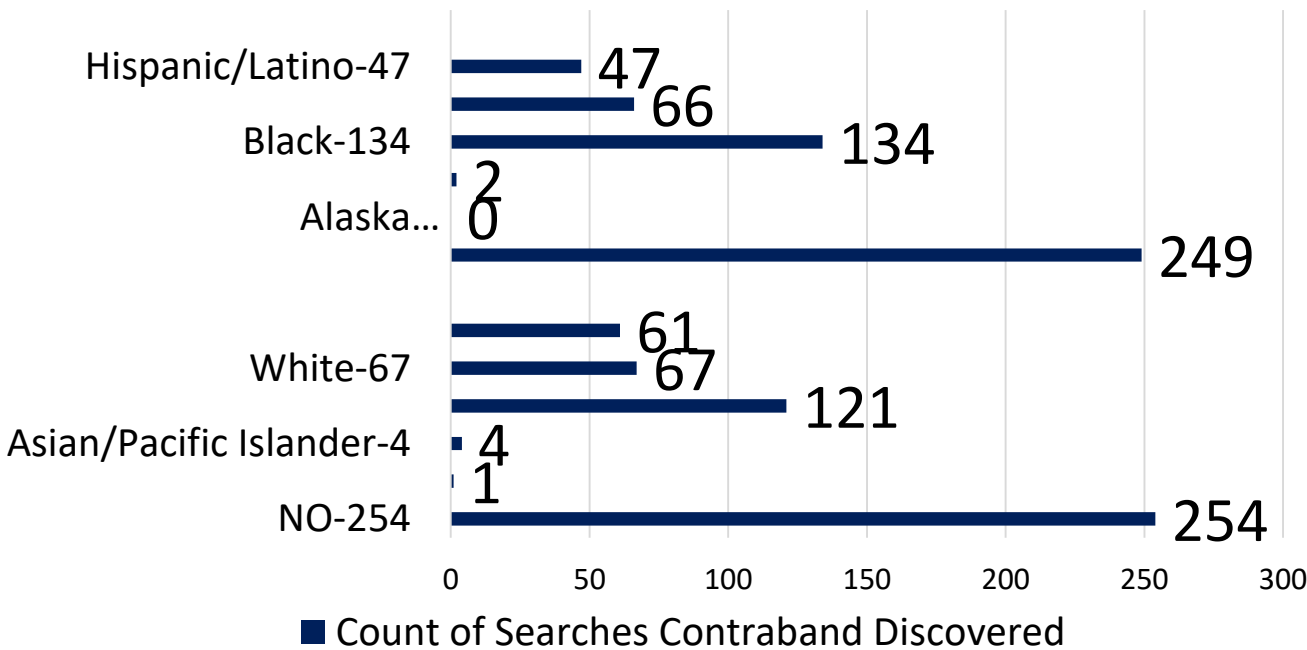


■ NO-12982
Total: 12983

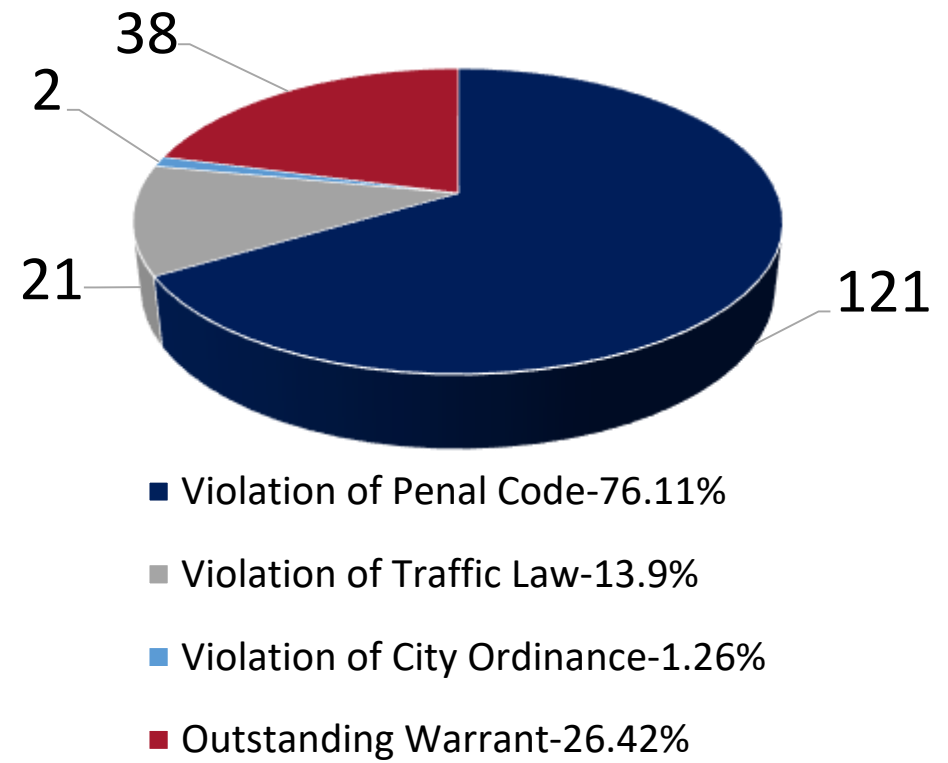
Total Number of Racial
Profiling Complaints Received
during 2024: 0

Additional Information from Traffic Stops

Contraband Found by Demographic During 326 Searches



Basis for 159 Arrests Performed as a Result of a Traffic Stop





POLICE DEPARTMENT

To: Mayor and Town Council

From: Doug Kowalski, Chief of Police

Through: Mario Canizares, Town Manager
Doug Kowalski, Chief of Police
Collin Ashby, Budget Officer & Grants Administrator

Re: FY 2025 State of Texas DHS SHSP Council of Governments Grant Application for Thermal Imaging.

Town Council Meeting – February 11, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution authorizing the Town Manager and/or his/her designee to apply for the State of Texas State Homeland Security Program – LETPA Projects (SHSP-L), Federal Fiscal Year 2025.

Description of Agenda Item:

The State of Texas through the North Texas Council of Governments (COG) has approved several North Texas Special Response Teams (SRT) to apply for the DHS SHSP grant. The equipment approved for the grant are Thermal imaging cameras to enhance low-light or dark areas during police activities. The Prosper Police Department anticipates receiving \$30,000.00 as a result of this grant. The estimated cost of the equipment is \$31,750 and there is a possibility that the Police Department may have to cover the \$1,750 depending on the grant application once submitted. The State of Texas expects to expend funds for the grant in March – May 2025. However, this may be delayed until September 2025.

This is a regional endeavor sponsored by the North Texas Council of Governments Grant Application.

Budget Impact:

The total funds requested will be approximately \$31,750 and will be funded from the Police Department's Capital Account, 12020010-61400 and \$30,000 of this amount will be grant funded from the State of Texas/DHS SHSP grant award.

If awarded, a future budget amendment will be requested to account for the grant income and to allocate funding for this project.

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. SHSP L Projects
2. Quotes
3. Resolution

Town Staff Recommendation:

Town staff recommends the Town Council approve a resolution authorizing the Town Manager and/or his/her designee to apply for the FY 2025 State of Texas DHS SHSP Council of Governments Grant Application and approve the authorization to accept the FY 2025 State of Texas DHS SHSP Council of Governments Grant.

Proposed Motion:

I move to approve a resolution authorizing the Town Manager and/or his/her designee to apply for the FY 2025 State of Texas DHS SHSP Council of Governments Grant Application and approve the authorization to accept the FY 2025 State of Texas DHS SHSP Council of Governments Grant if awarded.

Name:

State Homeland Security Program – LETPA Projects (SHSP-L), Federal Fiscal Year 2025

Available

12/16/2024

Due Date

02/13/2025

Purpose:

The purpose of this announcement is to solicit applications for projects that support state and local efforts to prevent terrorism and targeted violence and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. PSO provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state.

Per Congressional mandate (911 Act), at least twenty-five percent (25%) of the combined Homeland Security Grant Program funding must be used for Law Enforcement Terrorism Prevention Activities (LETPA). **FEMA has increased this requirement to 35%.** This solicitation supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and provide law enforcement and public safety communities with funds to support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

The State Homeland Security Program-LETPA (SHSP-L) is intended to support investments that improve the ability of jurisdictions to:

- **Prevent** a threatened or actual act of terrorism; and/or
- **Protect** its citizens, residents, visitors, and assets against the greatest threats and hazards;

Prevention is defined as the capabilities necessary to avoid, prevent, or stop a threatened or actual act of terrorism.

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LEPTA projects must assist grantees in achieving target capabilities related to preventing or thwarting an initial or follow-on terrorist attack.**

Available Funding:

Federal funds are authorized under Section 2002 of the Homeland Security Act of 2002, as amended (Pub. L. No. 107-296), (6 U.S.C. 603). State Homeland Security Program (SHSP) funds are made available through a Congressional appropriation to the United States Department of Homeland Security (DHS). All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Eligible Organizations:

1. State agencies;
2. Regional councils of governments;
3. Units of local government;
4. Nonprofit organizations;
5. Universities or Colleges; and
6. Federally recognized Native American tribes.

Application Process:

Applicants must access PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding.

1. For eligible local and regional projects:

- Applicants must contact their applicable regional council of governments (COG) regarding their application.
- Each of Texas' 24 COGs holds its own application planning workshops, workgroups, and/or subcommittees and facilitates application prioritization for certain programs within its region. Failure to comply with regional requirements imposed by the COG may render an application ineligible.

2. State agencies, and other organizations proposing projects to increase preparedness statewide, may submit applications directly to PSO.

Key Dates:

Action	Date
Funding Announcement Release	12/16/2024
Online System Opening Date	12/16/2024
Final Date to Submit and Certify an Application	02/13/2025 at 5:00PM CST
Earliest Project Start Date	09/01/2025

Project Period:

Projects selected for funding must begin between September 1, 2025 and March 1, 2026, and expire on or before August 31, 2027. Additional guidelines are below:

- 1. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs do not overlap with the project periods of previous or future grant awards with the same costs.
- 2. Project periods should be structured so that projects that include grant-funded salaries and/or annual recurring costs are on a 12 or 24-month grant cycle/performance period.
- 3. Project periods for equipment only projects are generally awarded for a 6 to 12-month grant period.
- 4. PSO will consider proposed start or end dates falling outside of these guidelines on a case-by-case basis.

Funding Levels

Minimum: \$10,000

Maximum: None. However, PSO uses a risk-based formula to determine regional allocations. Local agencies should contact their regional COG for amounts historically available to the region and any maximum established by their COG. Additionally, PSO expects to make available approximately \$1.5 – \$2 million to state agencies in support of 10 - 15 projects under this solicitation and the SHSP-Regular solicitation.

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the Texas Grant Management Standards ([TxGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

1. The Federal Emergency Management Agency (FEMA) has established National Priority Areas (NPA) for the Homeland Security Grant Program and requires the State to dedicate at least 30% of Texas' SHSP funds to projects under the NPAs. The NPAs and prescribed amounts for each NPA are noted below. PSO anticipates these priorities will remain in place for the 2024 SHSP grant cycle. Applicants are encouraged to submit projects under these National Priority Areas when the primary core capability addressed is consistent with a National Priority Area description below. Note: The National Priority Areas are subject to change without notice upon release of the federal Notice of Funding Opportunity (NOFO).

2. Grant projects must be consistent with the Federal Emergency Management Agency (FEMA) Preparedness Grants Manual and Information Bulletin (IB) 473 which discusses eligible activities outlined in:

- The National Prevention Framework;
- The National Protection Framework where capabilities are shared with the prevention mission area; and
- Section 2006 of the Homeland Security Act of 2002, as amended.

3. Grant projects must be consistent with the program purpose stated above and must be submitted in support of one of the following approved activity areas:

a. Emergency Operations Centers and Technology

- Establishing and maintaining a unified and coordinated operational structure and process that integrates critical stakeholders across and among all levels of government and with critical private and nonprofit sectors to protect against potential threats, conduct law enforcement investigations, or engage in enforcement, protective, and response activities.
- Implementing WebEOC and other situational awareness and decision support tools.
- Enhancing emergency operations centers.
- Conducting or participating in incident management training and/or exercises.

b. Information and Intelligence Sharing/Cooperation (NPA)

(Note: Applicants should submit Fusion Center projects under this Law Enforcement Terrorism Prevention Activities (LETPA) solicitation.)

- **Core Capability: Intelligence and Information Sharing**

- Identifying, developing, providing, and sharing timely, accurate, and actionable information, data, or knowledge among government or private sector entities to include information sharing with all DHS components, fusion centers, and other entities designated by DHS.
- Cooperation with DHS officials and other entities designated by DHS in intelligence, threat recognition and analysis.
- Joint training and planning with DHS officials and other entities designated by DHS.
- Enabling interdiction and disruption of terrorist activity through enhanced understanding and recognition of pre-operational activity and other crimes that may be precursors or indicators of terrorist activity.
- Paying for personnel or contractors to serve as qualified intelligence analysts and/or to participate in information, investigative, and intelligence sharing activities specifically related to homeland security.
- Assessing threat information to inform continued prevention operations and ongoing response activities.
- Implementing and maintaining suspicious activity reporting initiatives.
- Implementing or sustaining public information and warning systems to relay information regarding terrorism threats.

c. Planning

- Developing state and regional risk and preparedness assessments, including those related to special events.
- Core capability development planning, to include typing and tracking of equipment and special response teams.
- Planning and execution of training and exercises focused on terrorism prevention, protection and response.
- Multi-jurisdictional operational planning to include plans for regional operational coordination of terrorism prevention, protection, and response capabilities.
- Maintaining or updating Emergency Operations Plans, consistent with guidance in CPG 101.v2 and the whole community approach to security and emergency management.
- Planning for continuity of operations.

d. Protection of Soft Targets/Crowded Places (NPA)

- **Core Capabilities:** Operational Coordination; Public Information and Warning; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search, and Detection

- Implementing target hardening and other measures associated with increased security to mitigate risks at places where people gather, such as schools, workplaces, entertainment venues, transportation nodes, and houses of worship.
- Assessing critical infrastructure vulnerabilities and interdependencies, particularly those involving multiple sites and/or sectors.
- Planning, training, exercises, equipment, and modeling enabling responsible jurisdictions to mitigate threats to and vulnerabilities of critical infrastructure facilities, assets, networks, and systems.
- Analyzing critical infrastructure threats and information sharing with private sector partners.
- Enhancing public awareness, education and communications, and increasing reporting of suspicious activities related to critical infrastructure.

e. Support of First Responder Capabilities

Note: Because there is the potential for significant overlap between this activity area and the FEMA National Priorities, applicants should first check whether their proposed project is consistent with the description and core capabilities outlined for the National Priority Areas.

- Sustaining and enhancing capacity to detect and resolve threats involving chemical, biological, radiological, nuclear and explosive (CBRNE) devices or weapons of mass destruction (WMD).
- Sustaining and enhancing tactical teams including HAZMAT response and decontamination, Urban Search and Rescue, and SWAT.
- Sustaining equipment needs, including personal protective equipment, WMD pharmaceuticals, calibration and maintenance for WMD-related detection and identification systems, and closely related investments to update or sustain current equipment.
- Sustaining and enhancing efforts to delay, divert, intercept, halt, apprehend, or secure threats or hazards (includes capabilities related to Border Security).
- Coordinating regional training exercises with federal, state and local law enforcement participation focused on responding to terrorism-related events and increasing participation with community and business organizations.
- Identifying or locating terrorists through active and passive surveillance and search procedures including systematic examinations and assessments, bio-surveillance, sensor technologies, or physical investigation and intelligence.

f. Combating Domestic Violent Extremism (NPA)

- **Core Capabilities:** Interdiction & Disruption; Screening, Search and Detection; Intelligence and Information Sharing; Planning, Public Information and Warning; Operational Coordination
 - Open source analysis of misinformation campaigns, targeted violence and threats to life, including tips/leads, and online/social media-based threats.
 - Sharing and leveraging intelligence and information, including open-source analysis.
 - Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists.
 - Training and awareness programs (e.g., through social media, SAR indicators and behaviors) to educate the public on misinformation and disinformation campaigns and resources to help them identify and report potential instances of domestic violent extremism.

Program-Specific Requirements

1. All capabilities being built or sustained must have a clear link to one or more of the following Core Capabilities in the National Preparedness Goal: **Planning; Public Information and Warning; Operational Coordination; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search and Detection; and Forensics and Attribution.**
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Law Enforcement Terrorism Prevention Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of terrorism.
3. Grantees are required to maintain adoption and implementation of the National Incident Management System (NIMS). The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.
4. Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency

Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Eligibility Requirements

1. Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Governments](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information [Resources Statewide Cybersecurity Awareness Training](#) page.

2. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

3. Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

4. In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's [Sexual Assault Evidence Tracking Program](#) website for more information or to set up an account to begin participating.

Additionally, per Section 420.042 "A law enforcement agency that receives evidence of a sexual assault or other sex offense...shall submit that evidence to a public accredited crime laboratory for analysis no later than the 30th day after the date on which that evidence was received." A law enforcement agency in possession of a significant number of Sexual Assault Evidence Kits (SAEK) where the 30-day window has passed may be considered noncompliant.

5. Eligible applicants must be registered in the federal System for Award Management (SAM) database and have an UEI (Unique Entity ID) number assigned to its agency (to get registered in the SAM database and request an UEI number, go to <https://sam.gov/>)

Failure to comply with program or eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the **Guide to Grants** or any of the following unallowable costs:

1. inherently religious activities such as prayer, worship, religious instruction, or proselytization;
2. lobbying;
3. any portion of the salary of, or any other compensation for, an elected or appointed government official;
4. vehicles or equipment for government agencies that are for general agency use and/or do not have a clear nexus to terrorism prevention, interdiction, and disruption (i.e. mobile data terminals, body cameras, in-car video systems, or radar units, etc. for officers assigned to routine patrol; general firefighting equipment or uniforms);
5. weapons, ammunition, tasers, weaponized vehicles or explosives (exceptions may be granted when explosives are used for bomb squad training);
6. weapons or weapons accessories to include but not limited to optics/sights, ammunition pouches, slings, firearm silencers, bayonets, or other accessories designed for use with any firearms/weapon;
7. admission fees or tickets to any amusement park, recreational activity or sporting event;
8. promotional items or gifts;
9. food, meals, beverages, or other refreshments, except for eligible per diem associated with grant-related travel or where pre-approved for working events;
10. membership dues for individuals;
11. any expense or service that is readily available at no cost to the grant project;
12. any use of grant funds to replace (supplant) funds that have been budgeted for the same purpose through non-grant sources;

13. fundraising;
14. legal services for adult offenders;
15. amateur radios and equipment, FMS radios, GMRS radios, Mobile ad hoc networks (MANETs), or other radio equipment that is not P25 compliant;
16. riot equipment including but not limited to shields, batons, less-lethal ammunition, and grenades designed or intended for dispersing crowds; and
17. any other prohibition imposed by federal, state, or local law.

Selection Process

Application Screening: PSO will screen all applications to ensure that they meet the requirements included in the funding announcement.

1. For eligible local and regional projects:

- Each COG's homeland security advisory committee will prioritize all eligible applications using the region's risk-informed methodology.
- PSO will accept priority listings that are approved by the COG's executive committee.
- PSO will make all final funding decisions based on eligibility, FEMA National Priorities, COG priorities, reasonableness, availability of funding, and cost-effectiveness.

2. For statewide discretionary projects, applications will be reviewed by PSO staff members or a review group selected by the executive director. PSO will make all final funding decisions based on eligibility, reasonableness, availability of funding, and cost-effectiveness.

3. The State must designate at least 30% of available SHSP funding to projects supporting the FEMA NPAs listed above as outlined in the FY 2024 HSGP guidance. PSO encourages the COG regions to solicit projects to support each of the NPAs listed in this solicitation.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

Item 7.

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

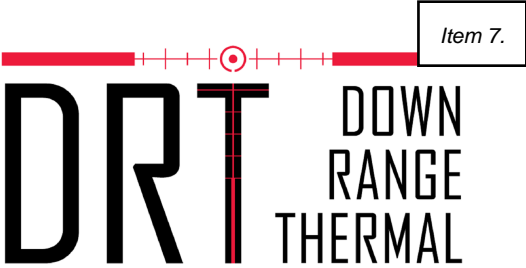
Total Funds

\$TBD

ESTIMATE

Down Range Thermal
10401 East TX-71 Building 2 Suite 6
Spicewood, TX 78669

info@downrangethermal.com
+1 (512) 699-9510
www.downrangethermal.com



Bill to
Barrett Morris
prosper PD

Ship to
Barrett Morris
prosper PD

Estimate details

Estimate no.: 1013
Estimate date: 01/14/2025
Expiration date: 03/28/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Services	TAD Thermal Augmentation Device please specify mount type	5	\$6,350.00	\$31,750.00
Total					\$31,750.00
Expiry date					03/28/2025

Accepted dateAccepted by

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 2025-XX**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR (OOG) FOR THE 2025 – TOWN OF PROSPER THERMAL DEVICE SHSP-L GRANT PROGRAM, GRANT NUMBER 5425001; MAKING FINDINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper finds it in the best interest of the citizens of the Town of Prosper that the 2025 Office of the Governor, State Homeland Security Program – Law Enforcement Terrorism Prevention Activities – Town of Prosper Thermal Grant SHSP-L Program, be operated for the 2025 calendar year; and

WHEREAS, the Town agrees to provide applicable reimbursed funds for the said project as required by the Office of the Governor SHSP-L grant application; and

WHEREAS, the Town agrees that in the event of loss or misuse of the funds, Office of the Governor, the Town assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Town designates the Grants Administrator, Colin Ashby, as the grantee's authorized official and said authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the Town.

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

SECTION 1

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

SECTION 2

The Town Council of the Town of Prosper does hereby approve the submission of the grant application for the 2025 SHSP-L – Town of Prosper Thermal Grant Program to the Office of the Governor.

SECTION 3

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS ___ DAY OF _____, 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Authorize purchase of MTUs/DCUs

Town Council Meeting – February 11, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

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 \$175,000.

Description of Agenda Item:

The Town utilizes Aclara Technologies meter transmission units and data collector units on water meters to transmit real-time information regarding the water use of individual customers. As meters are installed these units are included and existing stock is beginning to run low. These items are considered routine in nature and occur every year. This purchase is for routine maintenance and new meter sets. The MTUs, DCUs and related meter purchases are separate from the new Annual Meter Replacement Program.

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

Budget Impact:

The total cost of these items for the remainder of the fiscal year is \$175,000 and is provided for in the existing utility budget. The cost will be charged to 70050520-52400, Meter Purchases.

Legal Obligations and Review:

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

Attached Documents:

1. Sole Source Letter

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the purchase of meter transmission units (MTUs), data collector units (DCUs), and related meter parts for use with the water meters from Aclara Technologies, LLC in the amount of \$175,000.

Proposed Motion:

I move to authorize the purchase of meter transmission units (MTUs), data collector units (DCUs), and related meter parts for the use with water meters from Aclara Technologies, LLC, in the amount of \$175,000.



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

314.895.6425

January 4, 2024

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

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

Dear Chris:

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

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

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

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

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

Sincerely,

Sherri L Morrison

Sherri L. Morrison
Senior Contracts Administrator

CC: Tyler Simpson



ENGINEERING SERVICES

To: Mayor and Town Council

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

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

**Re: Professional Engineering Services Agreement:
Prosper Trail (Legacy – DNT) – 2 WB Lanes**

Town Council Meeting – February 11, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Trail (Legacy – DNT) – 2 WB Lanes project for \$981,000.

Description of Agenda Item:

The services associated with this agreement are for the design of the Prosper Trail (Legacy – DNT) – 2 WB Lanes project. The design includes approximately 6,000 linear feet of the two westbound lanes and associated auxiliary lanes for Prosper Trail from Legacy Drive to Dallas Parkway southbound frontage road. The design improvements generally include paving, sidewalk, drainage, water line extensions, illumination conduit, median landscaping and irrigation, survey, and geotechnical services. The project also generally includes franchise utility coordination, level 'A' and 'B' SUE, right-of-way and easement documents, traffic signal warrant study, bid phase services, construction phase services, and record drawings.

At the October 24, 2023, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for roadway engineering design. Kimley-Horn and Associates, Inc. is included on the approved list and has successfully completed the design of multiple roadway improvement projects for the Town.

Budget Impact:

The cost for the design is \$981,000. A total of \$1,200,000 is budgeted in Account No. ST202506-DESGN-PROFS.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Engineering Services Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Engineering Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Trail (Legacy – DNT) – 2 WB Lanes project for \$981,000.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Engineering Services Agreement between Kimley-Horn and Associates, Inc., and the Town of Prosper, Texas, related to the design of the Prosper Trail (Legacy – DNT) – 2 WB Lanes project for \$981,000.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE PROSPER TRAIL (LEGACY DRIVE – DALLAS PARKWAY) PROJECT

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the Town of Prosper, Texas, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called "Town," and Kimley-Horn and Associates, Inc., 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."

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the Prosper Trail (Legacy Drive – Dallas Parkway) Project, hereinafter called "Project";

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

1. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. Services to be Performed by Consultant. The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. Prompt Performance by Consultant. Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. Compensation of Consultant. Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Nine Hundred Eight One Thousand and 00/100 Dollars (\$981,000.00) for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

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

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

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

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

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

IN THE EVENT THAT TOWN AND CONSULTANT ARE CONCURRENTLY NEGLIGENT, THE PARTIES AGREE THAT ALL LIABILITY SHALL BE CALCULATED ON A COMPARATIVE BASIS OF FAULT AND RESPONSIBILITY AND THAT NEITHER PARTY SHALL BE REQUIRED TO DEFEND OR INDEMNIFY THE OTHER PARTY FOR THAT PARTY'S NEGLIGENT OR INTENTIONAL ACTS, ERRORS OR OMISSIONS.

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

Kimley-Horn and Associates, Inc.
L. Nathan Ante, P.E., Sr. Vice Pres.
2201 W. Royal Lane, Suite 275
Irving, TX 75063
Nathan.Ante@kimley-horn.com

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

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

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

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

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

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

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

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

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

18. Prevailing Party. In the event a Party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled

to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

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

KIMLEY-HORN AND ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By: 
Signature

Ryan Dufour, P.E.
Printed Name

Project Manager
Title

January 27, 2025
Date

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

Date

By: 
Signature

L. Nathan Ante, P.E.
Printed Name

Senior Vice President
Title

January 27, 2025
Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC. FOR THE PROSPER TRAIL (LEGACY DRIVE – DALLAS PARKWAY) PROJECT

I. PROJECT DESCRIPTION

This project includes the design of approximately 6,000 linear feet of the two westbound lanes and associated auxiliary lanes for Prosper Trail from Legacy Drive to Dallas Parkway (SB). The design improvements generally include paving, sidewalk, drainage, water line extensions, illumination conduit, median landscaping and irrigation, survey, and geotechnical services.

The project also generally includes, franchise utility coordination, level 'A' and 'B' SUE, right-of-way and easement documents, signal warrant study, bid phase services, construction phase services, and record drawings.

II. TASK SUMMARY

Task 1 – Survey

- 1.1. Data Collection and Property Research
 - 1.1.1 Gather existing plat information
 - 1.1.2 Collect property owner and record information
 - 1.1.3 Gather existing right-of-way and easement information. Identify easements available through typical research methodologies (i.e., plats, courthouse filings, etc.). Undocumented easements may not be identified. Title research may be performed as an additional service and fee only upon written Town authorization.
 - 1.1.4 Coordinate with Town and Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey. Existing franchise and public utility map to be provided as a part of Task 3.
- 1.2. Design Survey (Subconsultant)
 - 1.2.1 The survey limits include the following:
 - Prosper Trail alignment from 500 feet west of Legacy Drive to Dallas Parkway, 130 feet wide.
 - Armstrong Lane alignment from center line of Prosper Trail to 200 feet north of same intersection, 130 wide.
 - Shawnee Trail alignment from center line of Prosper Trail to 200 feet north of same intersection, 130 wide.
 - 1.2.2 Additional re-survey limits include the following. To be completed after current construction improvements completed in the area at the discretion of the Town:
 - Prosper Trail alignment from 500 feet west of Legacy Drive to 1,000 feet east of Legacy Drive, 130 feet wide.
 - Legacy Drive alignment 200 feet each side of Legacy Drive centerline, 130 wide.
 - 1.2.3 Establish a vertical control benchmark circuit as needed throughout the project. Town to provide established monument information for the area. Vertical control benchmarks will be established for use during construction.
 - 1.2.4 Establish horizontal control points, which will be based on NAD-83. Locate pertinent objects

and above ground features within the survey limits, typically including:

- Roadway pavement and driveways (including pavement type)
- Drainage structures (i.e., culverts, ditches, inlets, manholes, and outfalls)
- Utilities (signs or markers showing the presence of underground utilities, valves, manholes, flowlines, meters, backflow preventers, vents, poles, and guy wires)
- Large (6-inch diameter and up), significant trees (identify species and caliper), and smaller trees and other plantings located within maintained landscapes
- Fences (including material type) and gates
- Sidewalks
- Signs (roadway and private)
- Right-of-Way monumentation
- Creek Bank Elevations
- Creek Flowline

1.2.5 Process survey data to create plan view base map of existing features. Prepare a final topographic drawing in digital format (including contours and breaklines) showing the features located in the field as well as boundary and property information, an ASCII coordinate file of the points located in the field.

1.2.6 Project site visit to verify survey data

Task 2 – Geotechnical Services (Subconsultant)

2.1. Subsurface Exploration

2.1.1 Along the roadway alignment from Legacy Drive to Dallas Parkway, drill and extrude eight (8) sample borings to depths of 20 feet below existing grade using truck mounted equipment. Additional depths or borings, if necessary, will be provide as Additional Services only upon written Town authorization.

- Check samples for consistency with a hand penetrometer
- Stake the boring locations using normal taping procedures (location and elevation to be surveyed)
- Backfill bore holes and plug at the surface
- Provide continuous sampling (with field strength testing)
- Rock if encountered, will be evaluated for hardness by TxDOT cone penetrating field testing

2.2. Laboratory Services

2.2.1 Testing

- Moisture contents to determine profile of moisture variations
- Atterberg limits and sieve analysis for classification of soils
- Unconfined compression tests to evaluate soil strengths
- Swell test to determine swell potential and subgrade treatment requirements
- Lime Stabilization Series to determine percent lime and/or cement required for subgrade stabilization (evaluation and recommendation will be provided for both widening conditions and new pavement conditions).
- Sulfate test
- Standard proctor
- Resilient modulus

2.3. Engineering Analysis

2.3.1 Prepare an engineering report presenting the following:

- Sample boring location map
 - General soil and ground-water conditions
 - Examine samples for visible evidence of sulfates and discuss in the reports
 - Recommendations for appropriate subgrade treatment, stabilization type, and concentration
 - Recommend pavement section
 - Earthwork recommendations, including compaction criteria for any given fill placed
- 2.3.2 Submit one (1) copy of the report to the Town

Task 3 – Conceptual Design (30%)

- 3.1. Project Management and Administration
 - 3.1.1 Up to two (2) meeting with Town staff and stakeholders
 - 3.1.2 Up to one (1) project site visit
 - 3.1.3 Develop QC plan
 - 3.1.4 Develop project production plan
 - 3.1.5 Develop project schedule and interim milestones
 - 3.1.6 Project correspondence and invoicing
- 3.2. Data Collection
 - 3.2.1 Consultant will rely on the Town to provide Town Design Criteria (paving, drainage, utilities, streetscape), Standard Details, Ordinances, and Master Plan documents applicable to the project
- 3.3. Roadway Design
 - 3.3.1 Establish roadway centerline.
 - 3.3.2 Establish typical sections, anticipated:
 - Minor Thoroughfare '4LD' approximately 6,000 linear feet of Prosper Trail
 - Two (2) 12-foot travel lanes (full buildout)
 - 6-foot sidewalk Westbound parkway as-needed
 - 3.3.3 Reconfigure intersections of Prosper Trail and Armstrong Lane, and Prosper Trail and Shawnee Trail
 - 3.3.4 Configure lane transitions and required merges at connection to Dallas Parkway
 - 3.3.5 Develop additional lanes west of Legacy Drive intersection with merge and median crossover
 - 3.3.6 Establish median openings and auxiliary lanes
 - 3.3.7 Establish sidewalk/trail widths and locations
 - 3.3.8 Establish profile of the roadway
 - 3.3.9 Determine Right-of-Way (ROW) and Easement requirements.
- 3.4. Drainage Design
 - 3.4.1 Compile hydrological and hydraulic data
 - 3.4.2 Develop project drainage area maps.
 - Determine conveyance paths, channel slopes, time of concentration, and runoff coefficients to calculate design-year flows for proposed conditions
 - Subdivide the overall drainage areas into sub-areas and calculate the discharge to each existing and future inlet. Analyze future inlet capacities and adjust inlet locations and sub-areas as needed to meet Town design criteria. Analyze existing inlets along Prosper Trail to determine if the existing facilities are sized to accommodate the proposed widening. Anticipated internal system for the entire length of project.
 - 3.4.3 Analyze drainage improvements to accommodate the proposed roadway. Evaluate the need for any offsite drainage improvements and report to the Town (the need for offsite

improvements is not anticipated). The design of any offsite drainage improvements will be considered as *Additional Services* and can be performed for an additional fee.

- 3.4.4 Conceptual design of storm drain facilities will consist of plan view only
- 3.5. Water Line
 - 3.5.1 Establish horizontal location for the following proposed water line improvements:
 - Extension of existing laterals and crossings
 - Additional fire hydrants to meet current Town Standards.
- 3.6. Franchise Utilities
 - 3.6.1 Establish the location of existing public utilities based upon information provided by the Town, franchise utility owners, and field survey information
 - 3.6.2 Provide overall existing utility map representing all known existing franchise and public utility information along project corridor gathered from data collection.
 - 3.6.3 Identify potential conflicts with franchise utilities. Consultant will provide plan sets upon request for franchise utility coordination purposes.
 - 3.6.4 Additional tasks may be provided as a part of Task 6.
- 3.7. Opinion of Probable Construction Cost (OPCC)
 - 3.7.1 Compile and prepare a conceptual opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area
- 3.8. Conceptual Plan and Profile Exhibit
 - 3.8.1 Prepare one (1) conceptual roadway plan and profile exhibit (roll plot format at appropriate scale as determined by the engineer). Items to be included:
 - Plan
 - Control Data
 - Existing right-of-way and easements
 - Existing survey data
 - Existing pavement
 - Existing driveway locations
 - Existing trees
 - Existing storm drain locations
 - Existing water line locations
 - Existing sanitary sewer line locations
 - Existing franchise utility locations (relying upon information provided by franchise utility owners and data collection)
 - Proposed centerline alignment and horizontal curve data
 - Proposed curb and paving limits
 - Proposed sidewalk
 - Proposed driveways
 - Proposed transition pavement tie-ins to existing pavement
 - Proposed cross culverts and headwalls, if applicable
 - Proposed storm drainage system
 - Proposed storm drain inlet locations
 - Proposed water line improvements
 - Proposed limits of construction
 - Proposed pavement marking and signs
 - Proposed ROW and easement requirements
 - Profile
 - Existing ground profile at proposed top of curb and right-of-way lines

- Proposed vertical alignment (top of curb)
- 3.9. Prepare one (1) Conceptual level right-of-way map showing the existing and proposed right-of-way and easements needed for proposed improvements.
- 3.10. Conceptual Design submittal
 - 3.10.1 Refer to III. DELIVERABLES

Task 4 – Preliminary Design (60%)

- 4.1. Project Management and Administration
 - 4.1.1 Up to two (2) meetings with Town staff and stakeholders
 - 4.1.2 Up to one (1) project site visit
 - 4.1.3 Implement QC plan
 - 4.1.4 Update project schedule and interim milestones
 - 4.1.5 Project correspondence and invoicing
- 4.2. General Plan Sheets
 - 4.2.1 Incorporate conceptual design submittal review comments.
 - 4.2.2 Upon Town approval of the Conceptual Design, prepare plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4' vertical)
 - 4.2.3 Prepare miscellaneous plan sheets
 - Cover Sheet
 - Sheet Index
 - General Notes (anticipated to be provided by Town)
 - Project Control
 - Typical Sections
 - Demolition Plan
 - Identify and prepare special specifications and/or special provisions applicable to the project.
- 4.3. Roadway Design
 - 4.3.1 Develop roadway plan and profile
 - 4.3.2 Incorporate intersection improvements as determined by the Town
 - 4.3.3 Develop design cross-sections
 - Develop on 50' station intervals and driveway centers
 - Show pavement, subgrade, right-of-way limits, easements, cross slopes, curbs, and sidewalks
 - Cross-sections may be provided in the bid documents
 - 4.3.4 Prepare roadway details to clarify intent of design
 - 4.3.5 Compile applicable Town standard details. Supplement standard details as needed.
- 4.4. Drainage Design
 - 4.4.1 Perform preliminary storm sewer sizing and alignment design. Prepare preliminary inlet design sheets and hydraulic design sheets for inclusion in the plans.
 - Storm drain profiles will be provided in the Final Design Submittal
 - The design of lateral extensions (if needed) and inlet replacements for existing inlet locations are included. The design of any storm drain main line capacity improvements and/or offsite drainage improvements to accommodate the proposed widening, if necessary, will be considered Additional Services.
 - 4.4.2 Determine outfall grading requirements and provide plans and details for channel protection (if applicable).
 - 4.4.3 Prepare drainage details to clarify intent of design

- 4.4.4 Compile applicable Town standard details. Supplement standard details as needed
- 4.5. Water Line Design
 - 4.5.1 Incorporate conceptual design review comments
 - Establish vertical location for the proposed water line
- 4.6. Pavement Marking and Signing Design
 - 4.6.1 Plans will consist of stop-control devices, stop bar locations, lane delineation pavement markings, and pedestrian signing/stripping (if applicable)
 - 4.6.2 Prepare pavement markers and marking layouts in accordance with Town design standards and the Texas Manual of Uniform Traffic Control Devices (TMUTCD)
 - 4.6.3 Prepare details to clarify intent of design
 - 4.6.4 Compile applicable Town standard details. Supplement standard details as needed
- 4.7. Traffic Control Design
 - 4.7.1 Develop a traffic control narrative.
 - 4.7.2 Traffic control layout and plan sheets to be included with Final Design submittal
 - 4.7.3 Compile applicable Town and TxDOT standard details.
- 4.8. Illumination Design (Conduit Only)
 - 4.8.1 Locate proposed illumination conduit runs and ground boxes along the project.
- 4.9. Landscape and Irrigation Design (Median Only)
 - 4.9.1 Coordinate with Town on proposed median landscaping and irrigation to meet Town standards
 - 4.9.2 Prepare preliminary planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location
 - 4.9.3 Prepare plan sheets for planting details and specifications, including canopy trees, ornamental trees, shrubs and groundcover, and turf
 - 4.9.4 Prepare preliminary irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details
- 4.10. Erosion Control Design
 - 4.10.1 Develop erosion control plans to comply with Town and any federal, state, or local requirements. Sheets will specify sediment control fence, inlet protection, rock check dams, sod, and seed locations
 - 4.10.2 Compile applicable Town and TxDOT standard details.
- 4.11. Franchise Utilities
 - 4.11.1 Continue to identify potential conflicts with existing franchise utilities.
 - 4.11.2 Additional tasks may be provided as a part of Task 6.
- 4.12. Opinion of Probable Construction Cost (OPCC)
 - 4.12.1 Compile and prepare a preliminary opinion of probable construction cost (OPCC) for the project using recent average unit bid prices which are representative of similar types of construction in the local area
- 4.13. Preliminary Design submittal
 - 4.13.1 Refer to III. DELIVERABLES

Task 5 – Final Design (90% and Final)

90% Design Submittal

- 5.1. Project Management and Administration
 - 5.1.1 Up to two (2) meetings with Town staff and stakeholders
 - 5.1.2 Up to one (1) project site visit
 - 5.1.3 Implement QC plan
 - 5.1.4 Update project schedule and interim milestones

- 5.1.5 Project correspondence and invoicing
- 5.2. General Plan Sheets
 - 5.2.1 Incorporate preliminary design submittal review comments
 - 5.2.2 Finalize plan sheets (originals may be 22"x34" at a scale of 1"=20' horizontal and 1"=4' vertical)
 - 5.2.3 Finalize miscellaneous plan sheets
 - Cover Sheet
 - Sheet Index
 - General Notes
 - Project Control
 - Typical Sections
 - Demolition Plan
 - 5.2.4 Finalize special specifications and/or special provisions applicable to the project.
- 5.3. Roadway Design
 - 5.3.1 Finalize roadway plan and profile
 - 5.3.2 Finalize ultimate intersection improvements as determined by the Town
 - 5.3.3 Finalize cross-sections and driveway grading
- 5.4. Drainage Design
 - 5.4.1 Perform final storm sewer sizing and alignment design. Finalize inlet design sheets and hydraulic design sheets.
 - 5.4.2 Design outfall grading requirements and provide plans and details for channel protection (if applicable).
 - 5.4.3 Provide hydrologic and hydraulic calculations for the proposed storm drain improvements
 - 5.4.4 Finalize drainage plan and profile sheets
 - 5.4.5 Prepare drainage details to clarify intent of design. Compile applicable Town standard details. Supplement standard details as needed
- 5.5. Water Line Design
 - 5.5.1 Incorporate Preliminary Design review comments.
- 5.6. Pavement Marking and Signing Design
 - 5.6.1 Finalize pavement marking and signing plans
 - 5.6.2 Prepare details to clarify intent of design
 - 5.6.3 Compile applicable Town standard details. Supplement standard details as needed.
- 5.7. Traffic Control Design
 - 5.7.1 Finalize traffic control narrative.
 - 5.7.2 Develop traffic control plan sheets at 1"=100' scale (22"x34"). Traffic control plan to include signage, channelization devices, detours, temporary pavement, and concrete barriers (where applicable). Up to three (3) phases are anticipated.
 - 5.7.3 Compile applicable Town and TxDOT standard details. Supplement standard details as needed.
- 5.8. Illumination Design (Conduit Only)
 - 5.8.1 Upon Town approval of illumination conduit location, design 2-inch conduit system using Town specifications.
 - 5.8.2 Provide conduit layout, pull box locations, and applicable notes and details. Conduit will be shown on paving plans.
 - 5.8.3 Compile applicable TxDOT and Town standard details.
- 5.9. Landscape and Irrigation Design (Median only)
 - 5.9.1 Finalize landscape and irrigation design upon Town approval of preliminary landscape and irrigation plans. Final plans will be in accordance with Town requirements

- 5.9.2 Prepare final planting plans including trees, planting areas, and turf. Planting plans will show plant species, sizes, and location.
- 5.9.3 Compile applicable Town standard planting and irrigation details and specifications
- 5.9.4 Prepare final irrigation plans per Town standards for irrigation equipment. Irrigation plans will show head layout, pipe sizing, controller / valve locations, and standard details
- 5.10. Erosion Control Design
 - 5.10.1 Finalize erosion control measures
 - 5.10.2 Compile applicable Town and TxDOT standard details.
- 5.11. Opinion of Probable Construction Cost (OPCC)
 - 5.11.1 Update opinion for construction cost using recent average unit bid prices which are representative of similar types of construction in the local area
- 5.12. Project Manual
 - 5.12.1 It is anticipated that the Town will compile the project manual. Consultant to provide the following:
 - Pay item listing
 - Quantities
 - Update the overall OPCC
- 5.13. Final design submittal (90%)
 - 5.13.1 Refer to III. DELIVERABLES

Final Design Submittal

- 5.14. Incorporate the final design submittal review comments
- 5.15. Prepare the final OPCC
- 5.16. Final design submittal (Final) (to be used by the Town for bidding)
 - 5.16.1 Incorporate the final design submittal review comments
 - 5.16.2 It is anticipated the following sheets will be included in the construction plans:
 - Cover Sheet
 - Sheet Index
 - General Notes
 - Project Control
 - Typical Sections
 - Demolition Plan
 - Paving Plan and Profile
 - Pavement Marking and Signing Plan
 - Drainage Area Map (Existing and Proposed)
 - Drainage Calculations
 - Storm Drain Plan and Profile
 - Traffic Control Narrative and Plan
 - Landscape Plan
 - Irrigation Plan
 - Erosion Control Plan
 - Cross Sections
 - Standard Details
 - TxDOT Details (where applicable)
- 5.17. Agency Permitting and Coordination (TDLR)
 - 5.17.1 Prepare and submit Final Design plans to a Texas Department of Licensing and Regulation (TDLR) reviewer in accordance with the Elimination of Architectural Barriers Act. Consultant will review accessibility comments and make appropriate revisions to the plans.

All coordination and fees with the TDLR application will be performed by Kimley-Horn.

5.18. Refer to III. DELIVERABLES

Task 6 – Franchise Utility Coordination

- 6.1 The budgeted fee for this Task is based upon approximately 80 hours for franchise utility coordination. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town. This Task shall be used on an as-needed basis, at the discretion of the Town. Task may include:
 - 6.1.1 Coordinate with franchise utility companies.
 - 6.1.2 Attend group and/or individual franchise utility meetings.
 - 6.1.3 Provide design data to franchise utility companies.
 - 6.1.4 Identify potential franchise utility conflicts and possible relocation requirements.
 - 6.1.5 Notify the Town if any relocations may be required.
 - 6.1.6 Provide utility relocation exhibits to assist with franchise utility coordination.
 - 6.1.7 Review proposed relocation plans from franchise utility companies to identify conflicts with proposed improvements

Task 7 – Subsurface Utility Engineering (SUE) Quality Level "A" and Level "B" (through a subconsultant)

- 7.1 Upon Town Authorization, perform SUE (Subsurface Utility Engineering) Quality Level "A" and Level "B" to identify existing franchise utility locations along Prosper Trail by exposing specific utilities. Additional SUE will not be performed without written authorization by the Town.
 - 7.1.1 Utilities to be designated include, gas, telecommunications, electric, traffic signals, storm, water, and sanitary sewer.
 - 7.1.2 QL "A" provides three-dimensional (x,y,z) information obtained through the application and interpretation of non-destructive vacuum excavation methods. This quality provides the most accurate horizontal location and vertical position of subsurface utilities.
 - 7.1.3 Up to seven (7) test hole locations which will then be field surveyed have been budgeted for this task. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.
 - 7.1.4 QL "B" provides two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. This quality provides the horizontal position of subsurface utilities within approximately one foot.
 - Approximately six (6) days have been budgeted for this task. We will not proceed with performance of services beyond the days budgeted, without written authorization by the Town.

Task 8 – ROW and Easement Instruments of Conveyance

- 8.1 Prepare up to eight (8) Right-of-Way instrument (narrative and graphic exhibits of ROW required for the Project).
- 8.2 Prepare up to twelve (12) easement instruments for acquisition purposes (narrative and graphic exhibits of easements required for drainage, sidewalk, slope, street, and/or temporary construction easement).
- 8.3 Individual parcel exhibits shall be on 8 ½" x 11" paper, shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - Parcel number.
 - Area required.
 - Area remaining.
 - Legal description.

- Current owner.
- Any existing platted easement or easements filed by separate instrument including easements provided by utility companies.
- Metes and bounds description of parcel to be acquired. Description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.
- Easement instruments for encroachment agreement purposes will be prepared in accordance with franchisee requirements.

8.4 Refer to III. DELIVERABLES

Task 9 – Signal Warrant Study

9.1 Traffic Data Collection

- 9.1.1 Collect 24-hr turning movement counts for up to one intersection to be identified and 24-hr bi-directional speed counts for up to 1 roadway to be identified and approved by Town.
- 9.1.2 Provide an exhibit illustrating the traffic counts collected as part of this task.
- 9.1.3 Conduct a site visit to perform field observations at the study intersection during a peak period. Observations will include verifying lane geometry, existing traffic operations, observing sight distances, and any observed queue lengths.
- 9.1.4 Request from Town copies of any completed traffic studies for the adjacent sites and roadways.

9.2 Analysis

- 9.2.1 Review data collected in the Traffic Data Collection subtask above and the intersection characteristics and analyze this data against the traffic signal warrant requirements outlined in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) (current edition), specifically reviewing warrants 1 and 2 (eight-hour and four-hour vehicular volume warrants).
- 9.2.2 Evaluate intersection sight distance based on field observations and provide a photolog.
- 9.2.3 Prepare a brief technical memorandum documenting the results of the signal warrant study.
- 9.2.4 Submit draft technical signal warrant memorandum to Town staff for review.
- 9.2.5 Meet up to one (1) time with the Town staff to discuss the results of the signal warrant analysis.
- 9.2.6 Incorporate up to one (1) round of simultaneous comments and provide a final signed and sealed signal warrant memorandum in .PDF format.

Task 10 – Bid and Construction Phase Services

10.1 Bid Phase Services

- 10.1.1 Town will issue bid documents to prospective bidders via electronic site, maintain a list of bidders to whom bidding documents have been issued, and addenda as appropriate to interpret, clarify, or expand the bidding documents. Assist the Town as needed.
- 10.1.2 Attend the pre-bid meeting and bid opening
- 10.1.3 Final construction plan submittal (conformed sets). Refer to III. DELIVERABLES
- 10.1.4 The budgeted fee for this Task is based upon approximately 20 hours for bid phase services. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.

10.2 Construction Phase Services

- 10.2.1 The budgeted fee for *Shop Drawings and Samples* is based upon approximately 120 hours (approx. 10 hours/month for anticipated 12 months for construction phase services). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
 - *Shop Drawings and Samples*. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only

for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

- 10.2.2 The budgeted fee for *Clarifications and Interpretations* is based upon approximately 120 hours (Approx. 10 hours/month for anticipated 12 months for construction phase services). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- *Clarifications and Interpretations.* When requested, review laboratory testing reports, requests for information (RFI), field change requests, and change orders and provide comments and/or responses to Town. Provide written responses to RFI's or clarification to Town or contractor. Provide and maintain an accurate Change Order Log, Submittal Log and RFI Log throughout the duration of the Project, and make such logs available to the Town upon request. If requested by the Town, render written decision on all claims of Town and contractor relating to the acceptability of contractor's work or the interpretation of the requirements of the contract documents pertaining to the progress of the contractor's work.
- 10.2.3 The total budgeted fee for Construction Phase Services is approximately 240 hours (approx. 20 hours/month for anticipated 12 months). We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town. Consultant shall perform its services in accordance with such Project schedule as is specified in the Contract, but in any event as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project in the case of delays caused by the Town's review of documents submitted under this Contract.

Task 11 – Record Documents

- 11.1 Consultant will prepare construction Record Documents based on the information received from the Contractor.
- 11.2 The budgeted fee for this Task is based upon approximately 40 hours. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the Town.
- 11.3 Record Documents submittal, refer to III. DELIVERABLES

Additional Services

Services not specifically identified in the Scope of Services above will be considered additional and may be performed with additional fee on an individual basis upon authorization by the Town. Such services may include, but are not limited to, the following:

- Construction Staking
- Environmental Services
- Title Research
- Streetscape/Hardscape design
- Illumination design
- Sanitary sewer design
- Franchise utility design
- Bridge design
- Retaining wall design
- Traffic simulations and/or traffic studies not mentioned above
- Temporary or permanent traffic signal design

- Design of any offsite drainage improvements beyond the improvements identified in the scope
- Design of retaining walls over 3 feet or outside the limits of right-of-way, or specialized inlets
- Stakeholder Coordination
- Preparation of Additional Bid Packages
- Packaging/inclusion of contract documents prepared by others
- Revising the Traffic Control Narrative or Phasing Plan based on Contractor input after Bidding

III. DELIVERABLES

Task 1 - Survey	<ul style="list-style-type: none"> Digital Topographic Drawing
Task 2 - Geotechnical Services	<ul style="list-style-type: none"> One (1) Copy of Geotechnical Report
Task 3 - Conceptual Design	<p><u>30% Design</u></p> <ul style="list-style-type: none"> Half size and full size roll plots (up to one of each upon request) Conceptual Level Right-of-Way Map Overall Existing Utility Map Drainage Area Maps 30% Opinion of Probable Construction Cost PDF versions of 30% Deliverables
Task 4 - Preliminary Design	<p><u>60% Design</u></p> <ul style="list-style-type: none"> Half-size 60% roll plot (up to 1 of each upon request) Preliminary Right-of-Way Map Half-size 60% plan sets (up to 1 of each upon request) Draft ROW and Easement documents 60% Opinion of Probable Construction Cost PDF versions of 60% Deliverables
Task 5 - Final Design	<p><u>90% Design</u></p> <ul style="list-style-type: none"> Half-size 90% roll plot (up to 1 of each upon request) Half-size 90% plan sets (up to 1 of each upon request) Final ROW and Easement documents 90% Opinion of Probable Construction Cost PDF versions of 90% Deliverables <p><u>Final Design</u></p> <ul style="list-style-type: none"> Half-size and full-size of Final plan sets (up to 1 of each upon request) Final Opinion of Probable Construction Cost PDF versions of Final Deliverables One (1) DWG copy of final files
Task 8 – ROW and Easement Instruments of Conveyance	<ul style="list-style-type: none"> Up to eight (8) ROW instruments Up to twelve (12) Easement instruments
Task 9 – Signal Warrant Study	<ul style="list-style-type: none"> Final signed and sealed signal warrant memorandum in .PDF format.

- Task 10 – Bid and Construction Phase Services
- Pay item listing
 - Half-size and full-size of final (signed and sealed) Conformed plan sets (up to 1 each upon request)

- Task 11 - Record Drawings
- One (1) DWG of the record drawings base map in accordance with Town standard
 - One (1) PDF copy of each sheet of the record drawings

EXHIBIT B
COMPENSATION SCHEDULE

PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND KIMLEY-HORN AND ASSOCIATES, INC.
FOR THE PROSPER TRAIL (LEGACY DRIVE – DALLAS PARKWAY) PROJECT

I. COMPENSATION SCHEDULE

Task	Completion Schedule (Anticipated)	Compensation Schedule (Anticipated)
Notice-to-Proceed	February 2025	
Task 1 – Survey	April 2025	Up to \$90,000
Task 2 – Geotechnical Services (through Subconsultant)	April 2025	Up to \$27,000
Task 3 – Conceptual Design (30%)	June 2025	\$168,000
Task 4 – Preliminary Design (60%)	September 2025	\$271,000
Task 5 – Final Design (90% and Final)	March 2026	\$233,000
Task 6 – Franchise Utility Coordination	As needed	Up to \$24,000
Task 7 – SUE QL “B” and “A” (through subconsultant)	As needed	Up to \$30,000
Task 8 – ROW and Easement Instruments of Conveyance	December 2025	Up to \$38,000
Task 9 – Signal Warrant Study	As needed	Up to \$10,000
Task 10 – Bid and Construction Phase Services	TBD	Up to \$78,000
Task 11 – Record Drawings	TBD	Up to \$12,000
Total Compensation		\$981,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 3 – Conceptual Design (30%)	\$168,000
Task 4 – Preliminary Design (60%)	\$271,000
Task 5 – Final Design (90% and Final)	\$233,000
Total Basic Services:	\$672,000

Special Services (Hourly Not-to-Exceed)	Amount
Task 1 – Survey	Up to \$90,000
Task 2 – Geotechnical Services (through Subconsultant)	Up to \$27,000
Task 6 – Franchise Utility Coordination	Up to \$24,000
Task 7 – SUE QL “B” and “A” (through Subconsultant)	Up to \$30,000
Task 8 – ROW and Easement Instruments of Conveyance	Up to \$38,000
Task 9 – Signal Warrant Study	Up to \$10,000
Task 10 – Bid and Construction Phase Services	Up to \$78,000
Task 11 – Record Drawings	Up to \$12,000
Total Special Services:	\$309,000

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE


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

Certificate holder to be listed as follows:

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

EXHIBIT E
CONFLICT OF INTEREST QUESTIONNAIRE

Item 9.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="margin-left: 40px;">Kimley-Horn and Associates, Inc.</p>		<p>Date Received</p>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____ Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity</div><div style="text-align: center;"><p>1/29/2025</p>_____ Date</div></div>		

LOCATION MAP

Prosper Trail (Legacy - DNT)





PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Pecan Grove Park Hike and Bike Trail

Town Council Meeting – February 11, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon a proposal from WOPAC Construction for a concrete hike and bike trail in Pecan Grove Park for \$162,488.

Description of Agenda Item:

This concrete hike and bike trail will run along the west side of La Cima Blvd between Limestone Drive and Amistad Drive. This section of the trail will complete a full loop around the northern part of Pecan Grove Park. Collin County grant funding was sought for this trail and a pavilion project in Whitley Place Park, but grant funds were not awarded. The CIP Subcommittee recommended utilizing the funding that was budgeted to match the two unawarded grants to fund this trail project. The original project cost estimate was \$249,000. Utilizing the Annual Concrete Contract allows staff to deliver the project under the original cost estimate.

The project is slated to begin in mid-March and will be completed by mid-May.

Budget Impact:

The total cost of the construction contract is \$162,488. Funding for this contract is available in account PK202508.

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. Cost proposal for concrete hike and bike trail construction.
2. Location Map

Town Staff Recommendation:

Town Staff recommends approval of a proposal from WOPAC Construction for a concrete hike & bike trail in Pecan Grove Park for \$162,488.

Proposed Motion:

I move to approve a proposal from WOPAC Construction for a concrete hike & bike trail in Pecan Grove Park for \$162,488.

WOPAC Const. Inc.

Estimate

P.O. Box 819
 Prosper, TX 75078
 972-562-8316
 adamleachwopac@aol.com
 wopacconst.com

Estimate No:
Date:

2777
 1/6/2025



Quote To:

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

WOPAC Construction Inc. hereinafter called the company, offers to furnish all labor, materials and equipment required for the performance of the following described work.

Job and Location: Construct 8ft sidewalk along Lacima Blvd at Pecan Grove Park

Item	Description	Quantity	Unit	Rate	Amount
1	Item 10 - Excavate, Remove and haul off dirt, grade and install 4in to 5in x 8ft wide sidewalk. (3000 psi w/#3 bars on 18" OCBW - 1556 LF x 8 ft. installed along Amistad Dr. and Lacima Blvd, tying into existing Barrier Free Ramps at both ends).	1383	SY	\$112.50	\$155,587.50
2	Item 18 - Install reinforced barrier free ramp. (At intersection of Lacima Blvd and Amistad Dr.)	1	Ea	\$3,400.00	\$3,400.00
3	Item 12 - Traffic Control.	1	LS	\$3,500.00	\$3,500.00

Grand Total

\$162,487.50





PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: Planned Development Ordinance for 301 South Coleman Street

Town Council Meeting – February 11, 2025

Strategic Visioning Priority: 2. Development of Downtown as Destination

Agenda Item:

Consider and act upon an ordinance to rezone 0.6± acre from Downtown Office (DTO) to Planned Development-131 (PD-131) on Bryant's First Addition, Block 15, Lot 1R, located on the northeast corner of Coleman Street and First Street. (ZONE-24-0026)

Description of Agenda Item:

On January 28, 2025, the Town Council unanimously approved the proposed rezoning request by a vote of 7-0. An ordinance has been prepared accordingly.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attachments:

1. Ordinance
2. Ordinance Exhibits

Town Staff Recommendation:

Town Staff recommends approval of an ordinance to rezone 0.6± acre from Downtown Office (DTO) to Planned Development-131 (PD-131) on Bryant's First Addition, Block 15, Lot 1R, located on the northeast corner of Coleman Street and First Street.

Proposed Motion:

I move to approve/deny an ordinance to 0.6± acre from Downtown Office (DTO) to Planned Development-131 (PD-131) on Bryant's First Addition, Block 15, Lot 1R, located on the northeast corner of Coleman Street and First Street.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2025-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 0.6 ACRES, MORE OR LESS, SITUATED IN THE BRYANT'S FIRST ADDITION, BLOCK 15, LOT 1R, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM DOWNTOWN OFFICE (DTO) TO PLANNED DEVELOPMENT-131 (PD-131), DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that the Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-24-0026) from Matt Moore ("Applicant"), to rezone 0.6 acres of land, more or less, Bryant's First Addition, Block 15, Lot 1R, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated into and determined that the facts contained in the request are true and correct; and

WHEREAS, all legal notices required for rezoning have been given in the manner and form set forth by law, and public hearings have been held on the proposed rezoning and all other requirements of notice and completion of such zoning procedures have been fulfilled; and

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 0.6 acres of land, more or less, in the Bryant's First Addition, Block 15, Lot 1R, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-131 and being more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Development Standards, attached

hereto as Exhibit C; (2) the Conceptual Plan, attached hereto as Exhibit D, all of which are incorporated herein for all purposes as if set forth verbatim.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

- a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.
- b. One (1) copy shall be filed with the Building Official and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6

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

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of

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

SECTION 8

Effective Date. This Ordinance shall become effective from and after its adoption and publications as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 11TH DAY OF FEBRUARY, 2025.

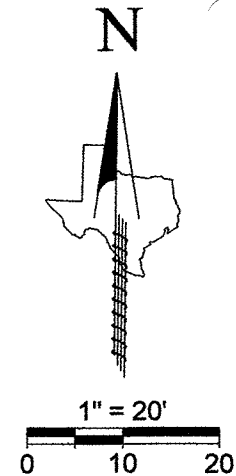
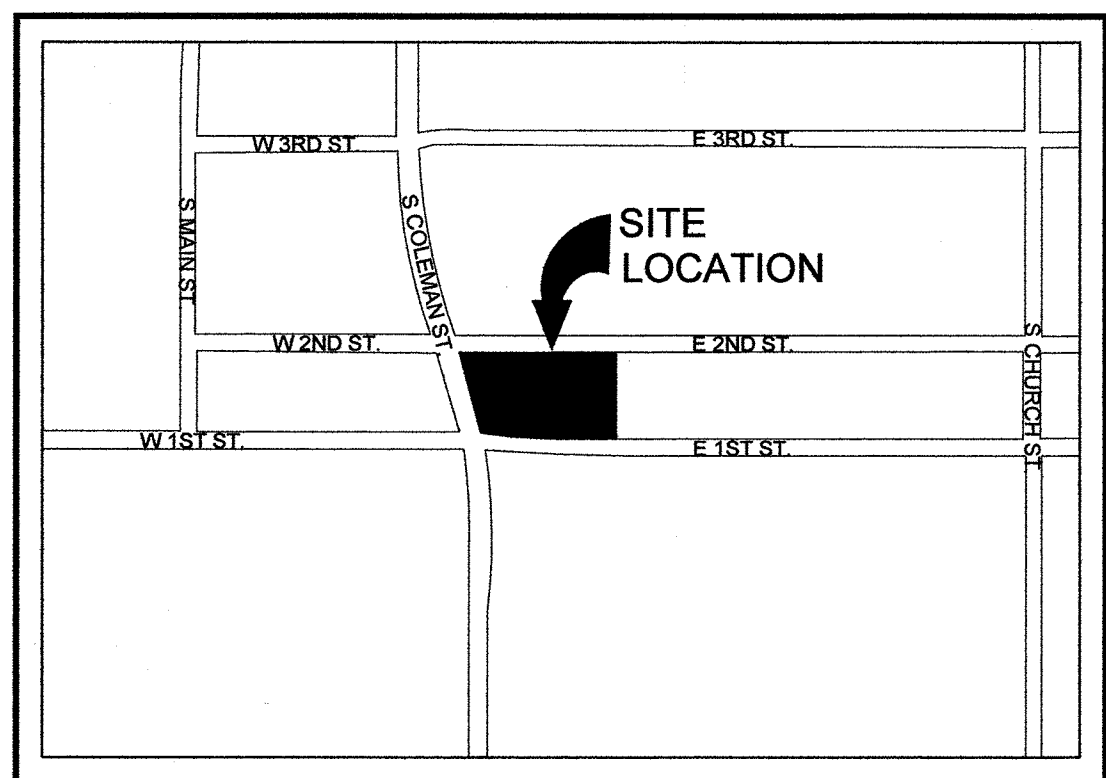
David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

VICINITY MAP
NOT TO SCALE

20170615010002820 06/15/2017 09:58:07 AM PL 1/1

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

A TRACT OF LAND
DESCRIBED IN A DEED TO
JADE DAVALK & WESLEY S. DAVALK
DOC# 2016-338410
O.P.R.C.C.T.

LOT 9R, BLOCK 13
BRYANT'S FIRST ADDITION
CABINET P, PAGE 782
P.R.C.C.T.

A TRACT OF LAND
DESCRIBED IN A DEED TO
PEDRO RAMIREZ, EVA RAMIREZ,
& VIDAL RAMIREZ
DOC# 1999-144077
O.P.R.C.C.T.

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF COLLIN

WHEREAS, **BG-GBT INVESTMENTS, LLC**, acting by and through the undersigned, its duly authorized agent, is the sole owner of a tract of land located in the Collin County School Land Survey, Abstract Number 114, an addition to the Town of Prosper, Collin County, Texas, according to the deed recorded in Document Number 2008-708510, Official Public Records of Collin County, Texas, and being a part of Lots 2-3 and all of Lots 4-6, and Outlot 1, Block 15 of Bryant's Addition, as recorded in Volume 116, Page 162, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found for the Northwest corner of the herein described tract, being in the East Right-of-Way of South Coleman Street and the in the South Right-of-Way of East Second Street;

Thence North 87 degrees 53 minutes 41 seconds East with the South Right-of-Way of said Second Street for a distance of 238.04 feet to a 5/8" iron rod found for the Northeast corner of the herein described tract, and being the Northwest corner of a tract of land described in a deed to Danny & Hilda Villanueva as recorded in Document Number 2003-39061, Official Public Records of Collin County, Texas;

Thence South 01 degrees 07 minutes 46 seconds East with the West boundary line of said Villanueva tract, a distance of 130.37 feet to an "X" cut found in concrete for the Southeast corner of the herein described tract, and being the Southwest corner of said Villanueva tract, said point lies in the North Right-of-Way line of East First Street;

Thence South 89 degrees 11 minutes 57 seconds West with the North Right-of-Way line of said First Street, a distance of 200.12 feet to a 1/2" capped iron rod found for the Southwest corner of the herein described tract, and being in the North Right-of-Way line of said First Street and in the East Right-of-Way line of aforementioned Coleman Street;

Thence North 18 degrees 10 minutes 38 seconds West with the East Right-of-Way line of said Coleman Street, a distance of 78.97 feet to a capped iron rod found in the East Right-of-Way line of said street;

Thence North 17 degrees 39 minutes 21 seconds West continuing along said course of Coleman Street, a distance of 51.81 feet to the POINT OF BEGINNING and there terminating, enclosing 0.64 of an acre of land, more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That **BG-GBT INVESTMENTS, LLC**, does hereby adopt this amending plat, designating herein described property as **Bryant's Addition, Lot 1R, Block 15**, an Addition to the Town of Prosper, Collin County, Texas and does hereby dedicate to public use forever all the streets and alleys shown thereon. The **BG-GBT INVESTMENTS, LLC** does herein certify the following:

- 1.) The streets and alleys are dedicated for street and alley purposes.
- 2.) All public improvements and dedication shall be free and clear of all debt, liens, and/or encumbrances.
- 3.) The easements and public use areas, as shown, are dedicated for the public use forever for the purposes indicated on this plat.
- 4.) No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the Town of Prosper.
- 5.) The Town of Prosper is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- 6.) Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town of Prosper's use thereof.
- 7.) The Town of Prosper and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- 8.) The Town of Prosper and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- 9.) All modifications to this document shall be by means of plat and approved by the Town of Prosper.

This plat approved subject to all platting ordinances, rules, regulations and resolution of the Town of Prosper, Texas.

WITNESS, my hand, this 13 day of June, 2017.

BG-GBT INVESTMENTS, LLC (OWNER)

BY: Trevor Wood
AUTHORIZED AGENT

Trevor Wood
PRINTED NAME & TITLE

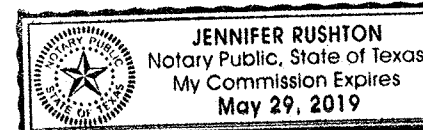
STATE OF TEXAS
COUNTY OF Collin

BEFORE ME, the undersigned authority, on this day personally appeared Trevor Wood, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this 13 day of June, 2017.

Paul H. Rushion
Notary Public in and for the State of Texas

My commission expires on 5-29-19



CERTIFICATE OF APPROVAL

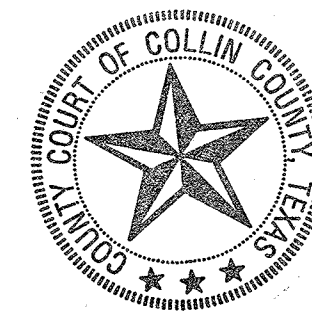
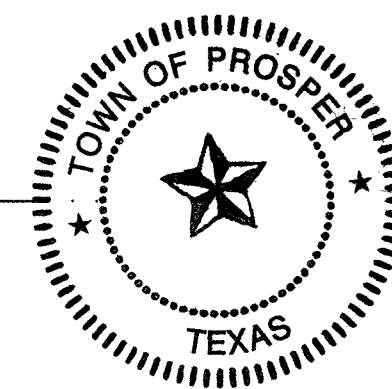
Approved this 19 day of July, 2017 by the Planning & Zoning Commission of the Town of Prosper, Texas.

Paul H. Rushion
Planning & Zoning Commission Chair

Carol Myers on behalf of
Town Secretary Robyn Battle

Emily Fushy
Engineering Department

W. J. Rushion
Development Services Department



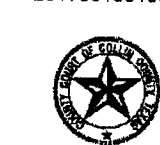
TOWN OF PROSPER
CASE # D16-0025

AMENDING PLAT OF BRYANT'S ADDITION LOT 1R, BLOCK 15

BEING A REPLAT OF PART OF LOTS 2-3 & ALL OF LOTS 4-6, OUTLOT 1, BLOCK 15 OF BRYANT'S ADDITION AS RECORDED IN VOLUME 116, PAGE 162, DEED RECORDS OF COLLIN COUNTY, TEXAS BEING 0.64 ACRES (GROSS) & 0.61 ACRES (NET) OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 114, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/15/2017 09:58:07 AM
\$31.00 SCAPLA
20170615010002820

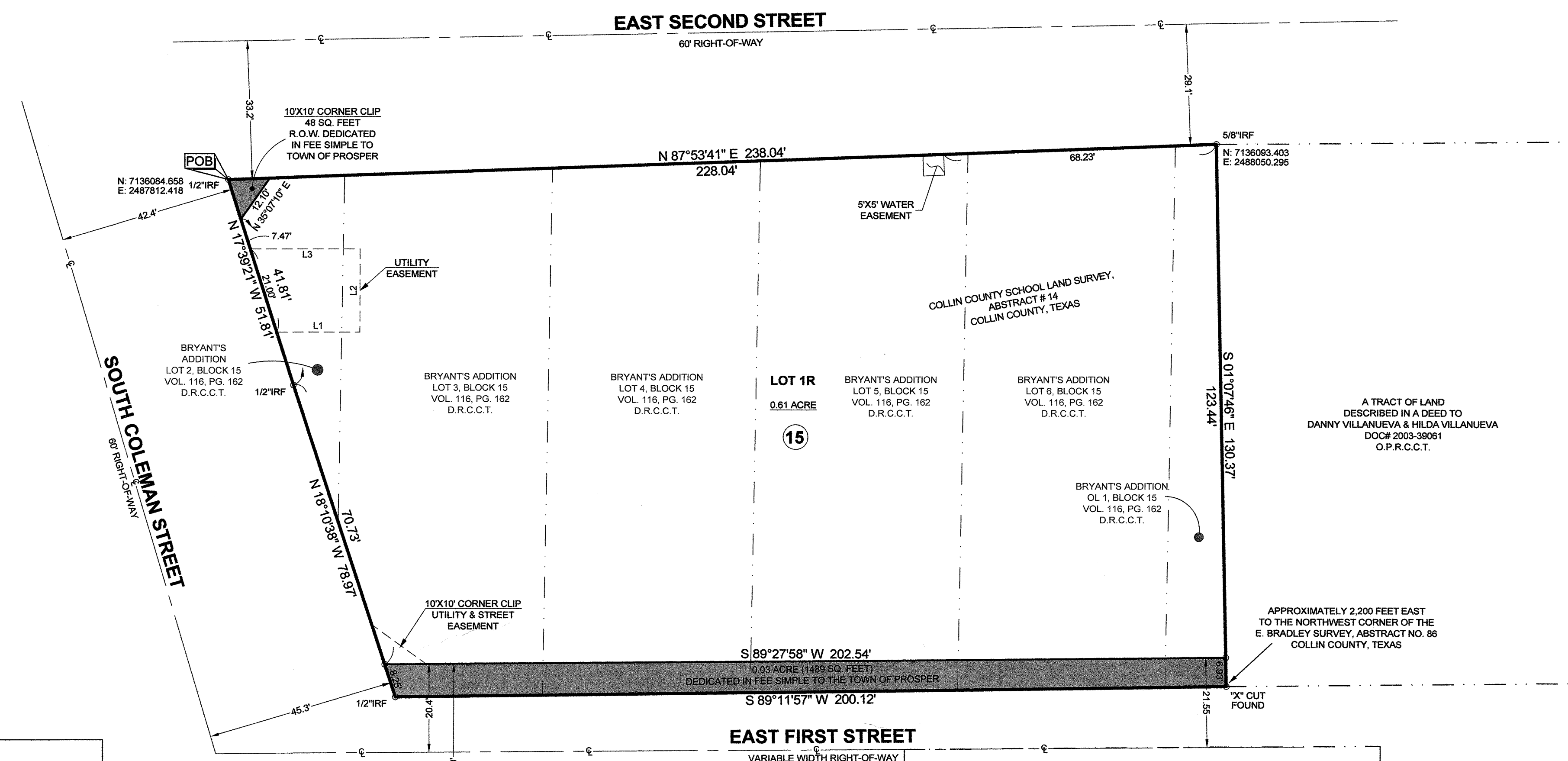
2017-450



Stacey Kemp

GENERAL PLAT NOTES

- 1.) All interior property corners are marked with a 1/2" iron rod with a green cap stamped "Eagle Surveying" unless otherwise noted.
- 2.) This property is located in "Non-shaded Zone X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated June 2, 2009 and is located in Community Number 480141 as shown on Map Number 48065C0235J. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.
- 3.) No flood plain exist on the site.
- 4.) The purpose of this amending plat is to create one lot from a combination of five lots.
- 5.) The bearings shown on this survey were derived from Western Data Systems RTK Network and are referenced to the Texas Coordinate System of 1983, North Central Zone (4202) and are based on the American Datum of 1983, 2011 Adjustment.
- 6.) Selling a portion of this addition by metes and bounds is a violation of town ordinances and state law and is subject to fines and withholding of utilities and building permits.
- 7.) This plat hereby dedicates 1,537 sq. feet (0.035 acre) of Right-of-Way to The Town of Prosper in fee simple.



CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF COLLIN

That I, **ERNEST WOORSTER**, Registered Professional Land Surveyor, do hereby certify that this replat was prepared from and actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2" iron rods capped "Eagle Surveying" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the Town of Prosper, Collin County, Texas.

Ernest Wooster
ERNEST WOORSTER R.P.L.S. # 6509

13 June 2017
DATE

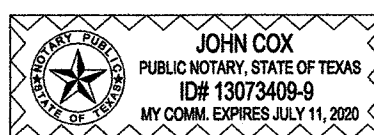
STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned authority, on this day personally appeared **ERNEST WOORSTER**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this 13th day of June, 2017.

John Cox
Notary Public in and for the State of Texas

My commission expires on July 11, 2020.



LINE	BEARING	DISTANCE
L1	N 90°00'00" E	20.00'
L2	N 00°10'39" E	20.00'
L3	N 90°00'00" W	26.45'

A TRACT OF LAND
DESCRIBED IN A DEED TO
EDUARDO BELL
DOC# 2012-502170
O.P.R.C.C.T.

A TRACT OF LAND
DESCRIBED IN A DEED TO
BLISS PET RESORT, LLC
DOC# 2015-162170
O.P.R.C.C.T.

A TRACT OF LAND
DESCRIBED IN A DEED TO
THOMAS L. JAMES & BOBBIE JAMES
DOC# 2014-72220
O.P.R.C.C.T.

LEGEND

⑮ = BLOCK

IRF = IRON ROD FOUND

POB = POINT OF BEGINNING

— ε — = CENTERLINE OF ROAD

SURVEYOR

EAGLE SURVEYING, LLC
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
940.222.3009

ENGINEER

CLAY MOORE ENGINEERING
1903 CENTRAL DRIVE
SUITE: 406
BEDFORD, TX 76021
972.906.9985

OWNER

BG-GBT INVESTMENTS, LLC
P.O. BOX 129
PROSPER, TX 75078
972.347.9900

JOB #: 16-242 AP

DATE: 6/13/2017

DRAWN BY: JDC



EAGLE SURVEYING, LLC
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
940.222.3009
TX FIRM # 10194177

ZONE 24-0026
EXHIBIT B: STATEMENT OF INTENT

Mr. David Hoover
Director of Development Services
Town of Prosper
250 W. First Street
Prosper, TX 75078

Re: Letter of Intent – Haiby Coleman Planned Development Request (301 S. Coleman)

Dear Mr. Hoover:

Please accept this letter of intent for the Planned Development (PD) zoning request associated with the existing office building located at 301 S. Coleman. The purpose of this request is to modify the building setback, landscape setbacks, lot coverage, and open space requirements as a result of the right-of-way condemnation that has occurred to facilitate the First Street/Coleman intersection/round-about. The parcel is currently 0.6089 acres in size but this will be reduced to .5685 acres.

Below are the proposed modifications to the base Downtown Office Zoning to be requested

- Front Yard Setback – 5' or Variable Width
- Landscape Setback – 5' or Variable Width
- Landscape Islands at Parking Terminus Islands – Width to be Reduced to Proposed ROW on First Street
- Open Space Reduction

Should you need any additional information, please contact me at 817-201-6982.

Sincerely,



Matt Moore
Haiby Coleman, LLC
Manager

ZONE-24-0026**Exhibit "C"****Development Standards**

This tract shall develop under the regulation of the Downtown Office (DTO) District as outlined in the Town's Zoning Ordinance as it exists or may be amended with the following conditions:

1.0 Permitted Uses

- 1.1 The permitted uses within this Planned Development District will follow the Downtown Office District.

2.0 District Regulations

- 2.1 The district regulation requirements within this Planned Development District are as follows:

- Size of Yards
 - Front Setback (Coleman Street) – 5'
 - Side Setback (First Street) – 5'
 - Side Setback (Second Street) – 15'
 - Rear Setback – 10'
- Size of Lots
 - Minimum Lot Depth – 120' (Measured from Coleman Street)

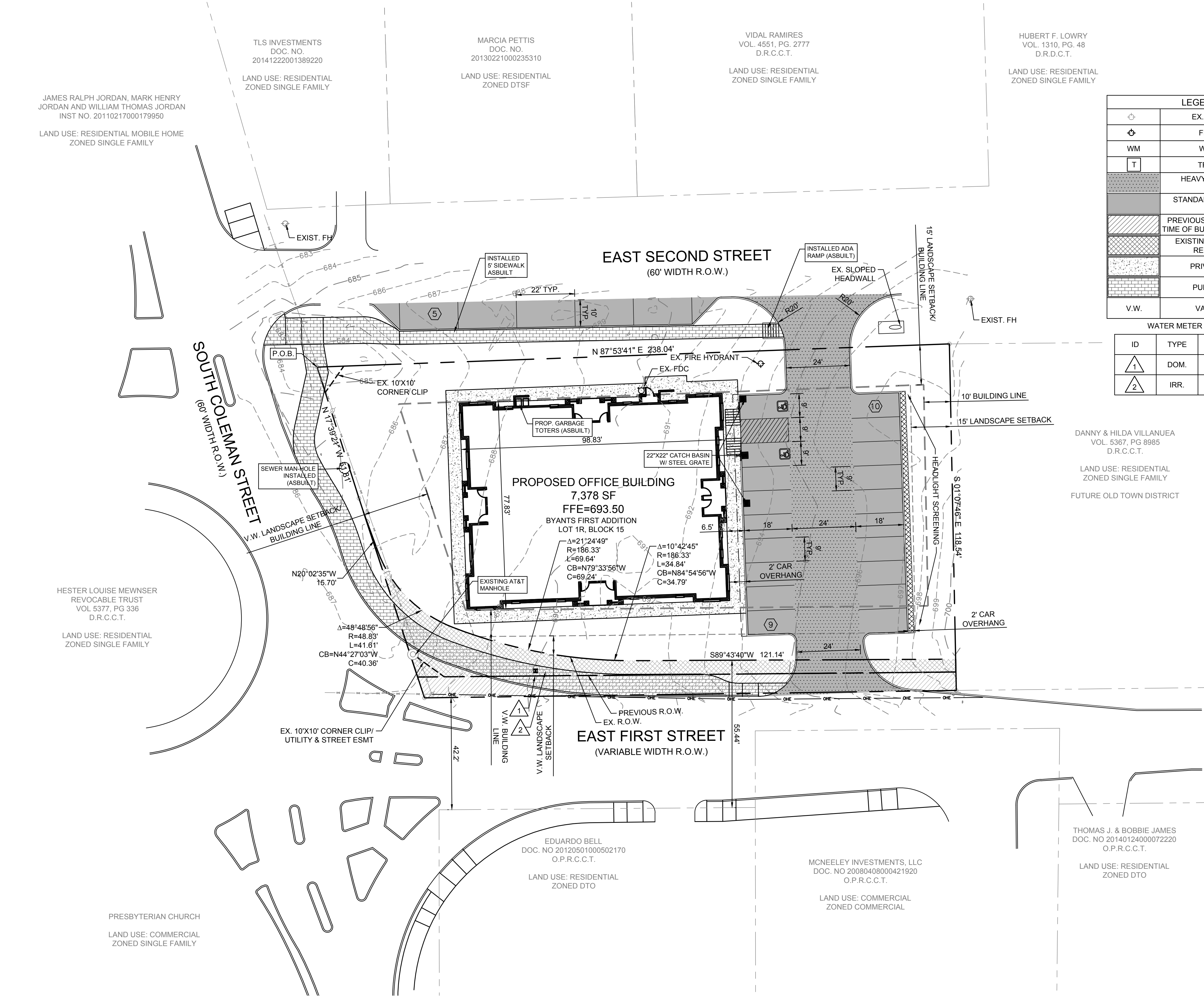
3.0 Landscaping & Open Space

- 3.1 The landscaping and open space requirements within this Planned Development District are as follows:

- Landscaping & Open Space
 - Coleman Street – 5' Landscape Setback
 - First Street – 5' Landscape Setback
 - Second Street – 15' Landscape Setback
 - Adjacent to Residential – 15' Landscape Setback
 - Parking Terminus Landscaping (First Street) – 5' Width
 - Existing sidewalks may be allowed to be within landscaping setbacks.
 - Trees removed due to acquisition shall be replaced by the Town.
 - Six Percent (6%) of Net Lot Area

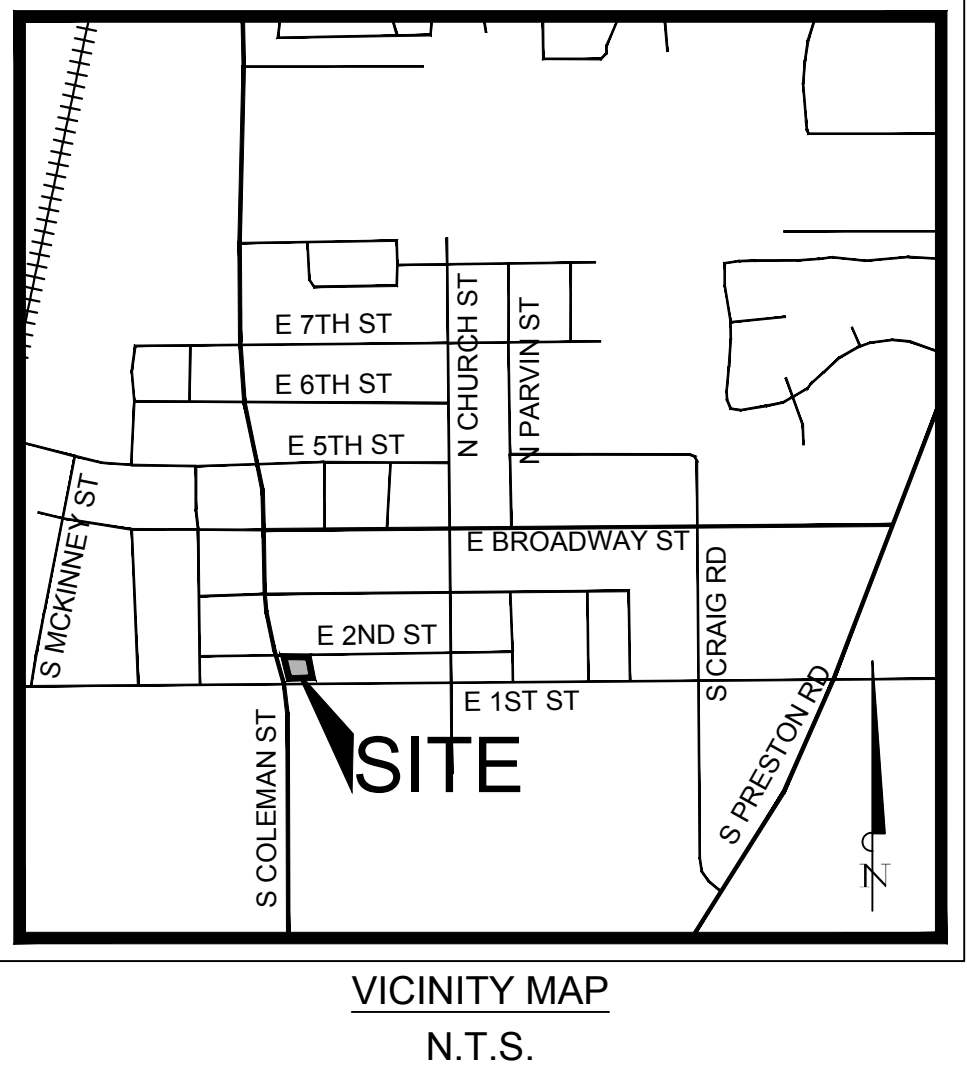
PLOTTED BY: DREW DONOSKY
 2/5/2025 10:51 AM
 PLOT DATE: 2/5/2025 10:51 AM
 LOCATION: Y:\SHARED\PROJECTS\2015-137 PROSPER 104 AND 108 2ND ST\CADD\SHEETS\SP-1 SITE PLAN.DWG
 LAST SAVED: 2/5/2025 9:44 AM

SITE DATA SUMMARY																						
LOT	ZONING	PROPOSED USE	LOT SIZE (ACRES)	LOT SIZE (SQ. FT.)	BLDG. AREA (SQ. FT.)	BLDG HGT. (FT)	LOT COVERAGE		FLR AREA RATIO		PARKING			HANDICAP SP.		TOTAL IMPERVIOUS (SQ FT)		LANDSCAPING		OPEN SPACE		
							REQ.	PROV.	REQ.	PROV.	REQ. RATIO	REQ.	PROV.	REQ.	PROV.			REQ. (15 SF PER PARKING SPACE)	PROV.	REQ. (7% SITE AREA), SQ FT	PROV.	
1R	DTO	PROFESSIONAL OFFICE	0.57	24,782	7,378	34'-8"	55% MAX	29.8%	0.5:1 MAX	0.30	OFFICE (1 PER 350 SQ FT)		22	24	1	2	13,502	54%	360	11,280	1734.76	1,561.56



LEGEND			
	EX. FIRE HYDRANT		
	FIRE HYDRANT		
WM	WATER METER		
T	TRANSFORMER		
	HEAVY DUTY CONCRETE PAVEMENT		
	STANDARD DUTY CONCRETE PAVEMENT		
	PREVIOUS ROW DEDICATION AT TIME OF BUILDING CONSTRUCTION		
	EXISTING ROW DEDICATION RECENTLY TAKEN		
	PRIVATE SIDEWALK		
	PUBLIC SIDEWALK		
V.W.	VARIABLE WIDTH		

WATER METER SCHEDULE			
ID	TYPE	SIZE	NO.
1	DOM.	2"	1
2	IRR.	1 1/2"	1



- SITE PLAN NOTES**
- All development standards shall follow Town Standards.
 - Landscaping shall conform to landscape plans approved by the Town of Prosper.
 - All development standards shall follow Fire Requirements per the Town of Prosper.
 - Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Building Code.
 - All signage is subject to Building Official approval.
 - Impact fees will be assessed in accordance with the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
 - The approval of a Preliminary Site Plan shall be effective for a period of two (2) years from the date that the Preliminary Site Plan is approved by the Planning & Zoning Commission. at the end of which time the applicant must have submitted and received the approval of a Site Plan by the Planning & Zoning Commission. If a site plan is not approved within such two (2) year period, the Preliminary Site Plan approval is null and void. If Site Plan approval is only for a portion of the property, the approval of the Preliminary Site Plan for the remaining property shall be null and void.
 - Open Space requirements shall follow the Zoning Ordinance, per tract. Open Space shall not include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks', and detention pond *

FLOOD PLAIN NOTE

ACCORDING TO MAP NO. 48085C0235J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X", (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN). IF THIS SITE IS NOT WITHIN AN IDENTIFIED SPECIAL FLOOD HAZARD AREA, THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE

CASE#: ZONE-24-0026	
EXHIBIT D-1: SITE PLAN	
LEGAL DESCRIPTION BRYANT'S FIRST ADDITION VOL. 116, PG 162 LOT 1R, BLOCK 15 0.57 ACRES	
OWNER: HAIBY COLEMAN LLC 9271 SADDLE HORN CT PROSPER, TX 75078-8827 PH:817.201.6982	
APPLICANT: HAIBY COLEMAN LLC 9271 SADDLE HORN CT PROSPER, TX 75078-8827 PH:817.201.6982	
SURVEYOR: EAGLE SURVEYING, LLC. 210 SOUTH ELM STREET, SUITE 104 DENTON, TX 76201 ERNEST WOOTSTER PH:940.222.3009	
CITY: PROSPER	STATE: TEXAS
COUNTY COLLIN	SURVEY: EAGLE SURVEYING, LLC

TEXAS REGISTRATION #14196
 Item 11:
CLAY MOORE
 ENGINEERING
 1903 CENTRAL DRIVE, SUITE #408
 BEDFORD, TX 76021
 PHONE: 817.281.0100
 WWW.CLAYMOOREENG.COM

STATE OF TEXAS
 DREW DONOSKY
 125651
 PROFESSIONAL ENGINEER
 00050105

PROPOSED BUILDING
301 S. COLEMAN ST.
PROSPER, TEXAS

No.	DATE	REVISION	BY

SITE PLAN
 SHEET
SP-1
 File No. 2015-137

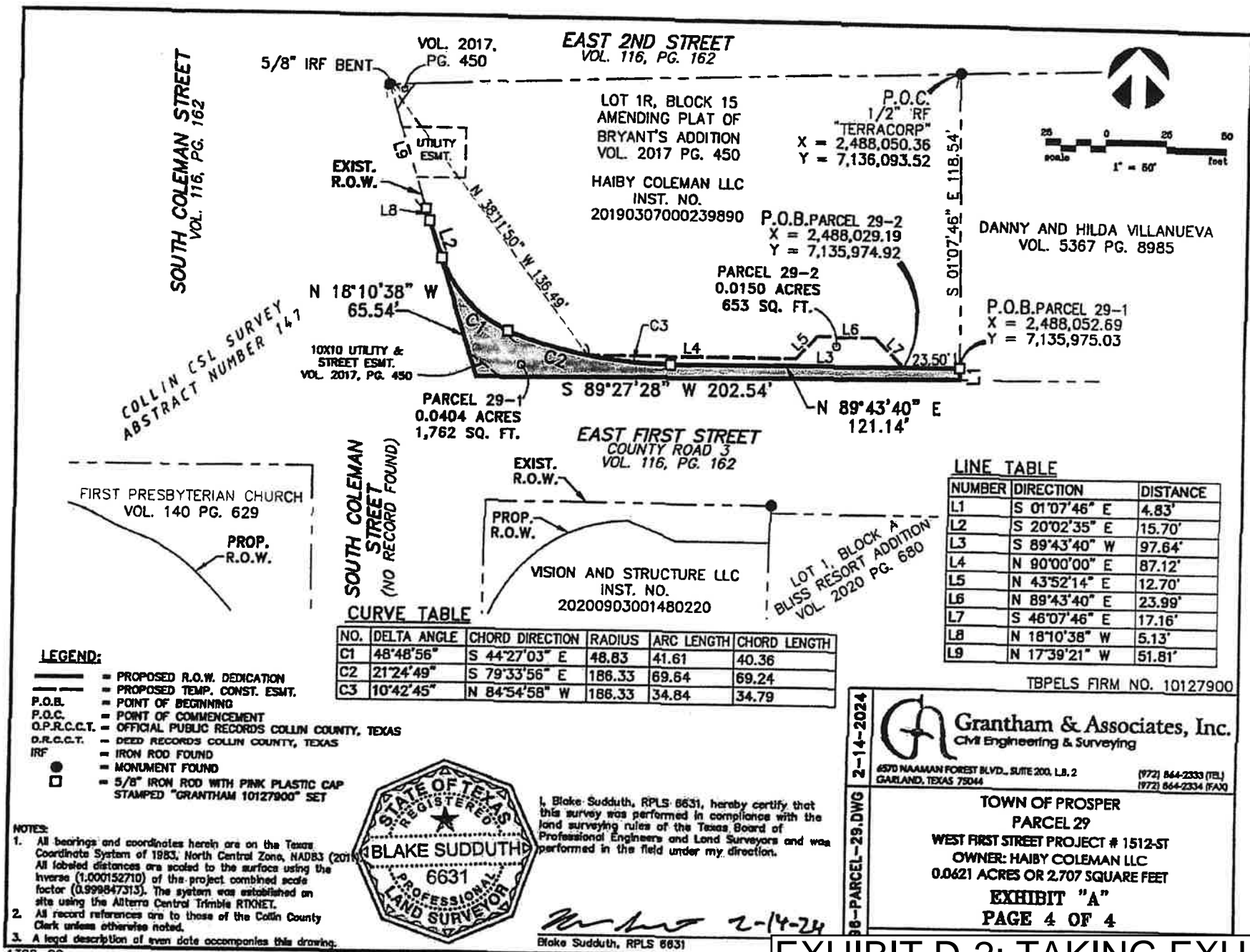


EXHIBIT D-2: TAKING EXHIBIT ZONE 24-0026