



Prosper is a place where everyone matters.

Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, January 10, 2023
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link:

<https://prospertx.new.swagit.com/views/378/>

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 Town Council 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 of the Town Council. 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.

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 of the December 13, 2022, Town Council Work Session meeting. (MLS)

2. Consider and act upon the minutes of the December 13, 2022, Town Council meeting. (MLS)
3. Consider and act upon approving Change Order Number 01 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project; and authorizing the Interim Town Manager to execute Change Order Number 01 for same. (HW)
4. Consider and act upon authorizing the Interim Town Manager to execute a one-year renewal of two Consultant Services Agreements between Avenu Analytics/MuniServices, LLC, and the Town of Prosper, Texas, related to sales tax consulting for the Town's two Special Purpose Districts Investment Advisory services. (RBS)
5. Consider and act upon a Façade Plan for a Residence/Extended Stay Hotel on Lot 16, 2.8± acres, located on the north side of U.S Highway 380, east of FM 1385. This property is zoned Planned Development-94 (PD-94). (D22-0086) (DS)
6. Consider and act upon appointing Bob Scott as the Interim Town Manager until such time as a new Town Manager begins employment with the Town; terminate the service provider agreement with Purefoy & Patterson, LLC, effective January 10, 2023; and to ratify any actions taken by Mr. Scott as Interim Town Manager prior to the date of appointment. (TW)
7. Conduct a public hearing and consider and act upon a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane. (Z21-0003). This is a companion case to CA21-0001. (Request to be tabled) (DS)
8. Conduct a public hearing and consider and act upon a request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located on the east side of Preston Road, north of St. Peter Lane. (CA21-0001) This is a companion case to Z21-0003. (Request to be tabled) (DS)
9. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans and Preliminary Site Plans, including Broadway Retail Phase 2, Westside Lots 15 & 16, Victory at Frontier Lot 7, Legacy Intuitive Health, Rock Creek Church, and Prosper Fire Station #4. (DS)

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:

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. 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. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

Items for Individual Consideration:

- [10.](#) Receive an update regarding the Guaranteed Maximum Price (GMP) for the Fire Station No. 4 project. (SB)
- [11.](#) Consider and act upon a resolution adopting the Town of Prosper 2023 Legislative Agenda. (RB)

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

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

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

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

Section 551.074 – To discuss and consider personnel matters, including Town Manager search and selection process, and all matters incident and related thereto.

Section 551.071– To discuss possible litigation regarding U.S. 380 siting decisions, including alternate routes and environmental studies matters, and all matters incident and related thereto.

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

Adjourn.**CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, January 6, 2023, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

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

NOTICE

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

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



Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, December 13, 2022

Call to Order/ Roll Call.

The meeting was called to order at 5:02 p.m.

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Jeff Hodges
Deputy Mayor Pro-Tem Craig Andres
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Charles Cotten

Council Members Absent:

Councilmember Marcus E. Ray

Staff Members Present:

Ron K. Patterson, Interim Town Manager
Michelle Lewis Sirianni, Town Secretary
Terry Welch, Town Attorney
Robyn Battle, Executive Director of Community Services
Bob Scott, Executive Director of Administrative Services
Hulon Webb, Interim Executive Director of Development and Infrastructure Services
Jessika Hotchkin, Help Desk Technician I
Doug Kowalski, Police Chief
Scott Brewer, Assistant Police Chief

Items for Individual Consideration

1. Receive direction on updates to the Sign Ordinance. (BC)

Mr. Cudd presented the Town Council with an overview of the current requirements as well as items not currently addressed within the ordinance. Staff is seeking direction on any modifications to the ordinance including any considerations for the Downtown area and/or a process for variances.

The Town Council discussed broker signs and ways to incorporate into a development with and without a monument sign, digital/electronic signs, having flexibility within the Downtown area and being open to sandwich boards, the number of maximum signs and placement on a building, and the sign variance process. Regarding election signs, the Council did not request any changes to the ordinance or any additional enforcement; however, staff was requested to make additional efforts to educate candidates on the sign ordinance requirements regarding elections signs.

2. Discuss virtual participation in public meetings. (RKP/MLS)

Mr. Patterson stated this is a continuation of discussion from a previous work session seeking a policy direction on whether to eliminate virtual participation or keep as is.

The Town Council consensus was to eliminate virtual participation. Town staff indicated they would make the necessary wording changes for the agenda, website, and forms.

Adjourn.

The meeting was adjourned at 6:04 p.m.

These minutes approved on the 10th day of January 2023.

APPROVED:

David F. Bristol, Mayor**ATTEST:**

Michelle Lewis Sirianni, Town Secretary



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MINUTES

Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, December 13, 2022

Call to Order/ Roll Call.

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

Council Members Present:

Mayor David F. Bristol
Mayor Pro-Tem Jeff Hodges
Deputy Mayor Pro-Tem Craig Andres
Councilmember Amy Bartley
Councilmember Chris Kern
Councilmember Charles Cotton

Council Members Absent:

Councilmember Marcus E. Ray

Staff Members Present:

Ron K. Patterson, Interim Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Robyn Battle, Executive Director of Community Services
Bob Scott, Executive Director of Administrative Services
Hulon Webb, Interim Executive Director of Development and Infrastructure Services
Paul Rodriguez, Senior Planner
Dan Baker, Parks and Recreation Director
Chris Landrum, Finance Director
James Edwards, Human Resources Director
Leslie Scott, Director of Library Services
Leigh Johnson, IT Director
Jessika Hotchkin, Help Desk Technician I
Len McCaw, Technical Project Manager
Pamela Clark, Business Systems Specialist
Brady Cudd, Building Official
Doug Kowalski, Police Chief
Scott Brewer, Assistant 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 Kern made the following announcements:

We would like to thank all those who attended the annual Christmas Festival this year. We had great weather and a fantastic turnout of over 6,000 people. An extra special thanks to our Parks and Recreation Department for all their hard work, as well as to all the staff who helped and

volunteered, and the sponsors for allowing the Town to make the event bigger and better each year.

Be on the lookout this week through the Prosper Parks and Recreation Facebook page for this year's Light the Night holiday lighting contest winners or visit prosperchristmas.org. Winners to be announced on social media on December 16.

Thank you to everyone who has and continues to donate to the Salvation Army Red Kettle Campaign. On December 2, Prosper Mayor, David Bristol, and members of the Town Council and staff collected over \$1,500 from generous shoppers at Kroger on Preston Road to support neighbors who battle poverty, addiction, and homelessness. You can still donate online to The Salvation Army of North Texas McKinney Corps Team. The Town has currently collected \$1,748 with the most donors and just shy of the \$2,000 goal behind The City of Frisco at \$2,050. Show your support today and help the Town of Prosper reach and beat their goal.

A reminder that Town Hall Offices will be closed on Friday, December 23 and Monday, December 26 for the Christmas Holiday as well as Monday, January 2 for the New Year's Holiday. There will be no trash service delays since the holidays fall over the weekend. However, the special bulk drop off location at Public Works will be closed on Saturday, December 24 and Saturday, December 31.

The Prosper Community Library will be closed Friday, December 23 thru Monday, December 26 for the Christmas Holiday, as well as Monday, January 2 for the New Year's Holiday, and lastly

Reminder to citizens that the Tuesday, December 27 Town Council meeting has been canceled. We wish everyone a Happy Holiday Season!

Presentations.

1. Receive an update from the Engineering Services Department. (HW)

Mr. Webb provided an update within the Engineering Department including residential and non-residential projects, construction inspections, right-of-way permits, stormwater management, capital projects, regional infrastructure, and progress being made within the Town.

CONSENT AGENDA:

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- 2. Consider and act upon the minutes of the November 22, 2022, Town Council Work Session meeting. (MLS)**
- 3. Consider and act upon the minutes of the November 22, 2022, Town Council meeting. (MLS)**
- 4. Consider and act upon the minutes of the December 2, 2022, Town Council Work Session meeting. (MLS)**
- 5. Receive the Quarterly Investment Report for September 30, 2022. (CL)**
- 6. Consider and act upon approval of various annual maintenance, repair, and operational open purchase orders for the Information Technology Department during FY 2023. (LJ)**

7. Consider and act upon approving the expenditure for annual software assurance of the Town's computer aided dispatch and record management systems for Public Safety, from Integrated Computer Systems, Inc., a sole source provider. (LJ)
8. Consider and act upon approving Change Order Number 01 for CSP 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit-Custer) 4 Lane project (CIP No. 2014-ST); and authorizing the Interim Town Manager to execute Change Order Number 01 for same. (HW)
9. Consider and act upon authorizing the Interim Town Manager to execute a Professional Engineering Services Agreement between Lockwood, Andrews & Newnam, Inc., and the Town of Prosper, Texas, related to the design of the Preston Road/Prosper Trail Dual Left Turns and Coit Road/US 380 Dual Left Turns projects. (HW)
10. Consider and act upon authorizing the Interim Town Manager to execute a Professional Services Agreement between Lee Engineering, LLC, and the Town of Prosper, Texas, related to providing on-call traffic engineering services. (HW)
11. Consider and act upon authorizing the Interim Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to stormwater inspections services. (HW)
12. Consider and act upon awarding RFP No. 2023-04-B for stop loss insurance for the Town's self-insurance fund, effective January 1, 2023, and authorizing the Town Manager to execute all documents for the same. (JE)
13. Consider and act upon Ordinance 2022-74 adding the Restricted Prior Service Credit to the Town's TMRS plan design. (JE)
14. Consider and act upon the dissolution of the Benefits Subcommittee. (JE)
15. Consider and act upon Ordinance 2022-75 to rezone 0.36± acres from Single Family-15 (SF-15) to Downtown Office (DTO), located on the northeast corner of First Street and Parvin Street. (Z22-0016). (DS)
16. Consider and act upon Ordinance 2022-76 to rezone 7.9± acres from Office (O) to Planned Development-Office (PD-O), generally to modify the development standards to facilitate an office/retail development, including drive-through coffee shop as a permitted use, located on the northwest corner of Preston Road and Coleman Road. (Z21-0013). (DS)
17. Consider and act upon authorizing the Interim Town Manager to execute a Development Agreement between Victory at Frontier South LP, and the Town of Prosper, Texas, related to the Victory at Frontier South development, located on the northwest corner of Preston Road and Coleman Road. (DS)
18. Consider and act upon adopting Ordinance 2022-77 amending certain Water and Wastewater Fees contained in Subsection (d), "Water/wastewater connection/tap fee" of Section XIV, "Public Works Fee Schedule," contained in Appendix A "Fee Schedule", the to the Town's Code of Ordinances. (HW)
19. Consider and act upon Ordinance 2022-78 amending Subsection (d) of Section 6.06.005, "Specific conditions and cross-connection controls," of Article 6.06,

“Irrigation Systems,” of Chapter 6, “Health and Sanitation,” of the Town’s Code of Ordinances. (BC)

- 20. Consider and act upon whether to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town’s Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans and Preliminary Site Plans, including Rock Creek Church and Victory at Frontier Lot 5. (DS)**

Councilmember Cotten requested to pull item 8.

Councilmember Kern requested to pull items 16 and 17.

Mayor Pro-Tem Hodges made a motion to approve consent agenda items 2 through 20 except for items 8, 16 and 17. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

Councilmember Cotten asked regarding item 8 is intended to accelerate the project. Mr. Webb commented it would accelerate the project by six to nine months. Councilmember Cotten stated he would prefer to see the funds set aside for other projects.

The Town Council discussed the two proposed sections of roadway to be completed as part of the change order.

Councilmember Bartley made a motion to approve Section one (1) from First Street to Greenspoint. Deputy Mayor Pro-Tem Andres seconded that motion. Tie vote of 3-3. Councilmembers Cotten and Kern, and Mayor Bristol opposed. The motion failed.

Councilmember Cotten made a motion to deny Change Order Number 01 for CSP 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit-Custer) 4 Lane project (CIP No. 2014-ST). Councilmember Kern seconded that motion. Motion fails with a 2-4 vote. Councilmember Bartley, Mayor Pro-Tem Hodges, Deputy Mayor Pro-Tem Andres, and Mayor Bristol opposed.

Mayor Pro-Tem Hodges made a motion to approve Change Order Number 01 for CSP 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit-Custer) 4 Lane project (CIP No. 2014-ST) as presented; and authorizing the Interim Town Manager to execute Change Order Number 01 for same. Mayor Bristol seconded that motion. Motion fails with 2-4 vote. Councilmembers Cotten, Kern, Bartley, and Deputy Mayor Pro-Tem Andres opposed.

Mayor Bristol made a motion to approve Section one (1) from First Street to Greenspoint as part of Change Order Number 01 for CSP 2022-48-B to Mario Sinacola & Sons Excavating, Inc., related to construction services for the First Street (Coit-Custer) 4 Lane project (CIP No. 2014-ST); and authorizing the Interim Town Manager to execute Change Order Number 01 for same. Councilmember Bartley seconded that motion (please double check; I have Charles seconding the motion). Motion carried with 5-1 vote. Councilmember Kern opposed.

Councilmember Kern asked if the plans were meeting the masonry requirement regarding item 16. Mr. Welch, Town Attorney, indicated that within Exhibit B and the elevation plans, the applicant was meeting the 80% masonry requirement as requested by the Town Council, and the Development Agreement is pursuant to the proposed ordinance.

Mayor Pro Tem-Hodges commented that he is not in favor and would prefer to see the 100% masonry requirement as written within the Town's ordinance.

Councilmember Cotten made a motion to approve items 16 and 17 as presented. Mayor Pro-Tem Andres seconded that motion. Motion carried with 4-2 vote. Councilmember Kern and Mayor Pro-Tem Hodges opposed.

CITIZEN COMMENTS

Katya Kondragunta, 2908 Driftwood Creek Trail, stated she is a leader for ACE (Action for the Climate Emergency) team for Prosper High School. The team is raising awareness for support of having recycling services on campus at PHS.

Emily Lilienthal, 2624 Seabiscuit Road, member of ACE, described the conditions of trash versus recycling at the high school.

Isabelle Hughes, 4144 Agatha Lane, member of ACE, commented on microplastics and harming of the environment without recycling.

Karya Kondragunta, 2908 Driftwood Creek Trail, member of ACE, noted the amounts of trash ended up in recycling and the education tools needed to promote recycling.

Chloe Harbert, 641 Darian Drive, member of ACE, described the recycling program to help with paper waste. She requested that the Town Council add to the next general meeting to consider adding recycling services to the high school campus.

Items for Individual Consideration:

21. Consider and act upon the 2023 Prosper Town Council regular meeting schedule. (MLS)

Ms. Lewis Sirianni stated each year the Town Council has an opportunity to review and approve the upcoming regular meeting schedule. Staff is requesting approval as proposed with the cancellation of the second meeting in December.

Councilmember Cotten made a motion to approve as presented. Mayor Pro-Tem Hodges seconded that motion, and the motion was unanimously approved.

22. Consider and act upon Ordinance 2022-79 amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget). (CL)

Mr. Landrum presented the proposed amendments as part of fiscal year 2021-2022 Budget and indicated its support of approval by the Finance Subcommittee.

Councilmember Kern made a motion to approve Ordinance 2022-79 amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget) to provide funding increased expenditures in the General Fund, Crime Control and Prevention District Fund, Fire Control, Prevention, and Emergency Medical Services District Fund, TIRZ #1 Fund, TIRZ #2 Fund, Stormwater Drainage Utility Fund, Wastewater Impact Fee Fund, West Thoroughfare Impact Fee Fund, and Health Fund. Mayor Pro-Tem Andres seconded that motion, and the motion was unanimously approved.

23. Consider and act upon Ordinance 2022-80 amending Ordinance No. 2022-54 (FY 2022-2023 Annual Budget). (CL)

Mr. Landrum presented the proposed amendments as part of fiscal year 2022-2023 Budget and indicated its support of approval by the Finance Subcommittee. Mr. Landrum also spoke to the capital dedicated funds and projects as proposed by the Capital Improvements Subcommittee.

The Town Council discussed the proposed capital projects.

Deputy Mayor Pro-Tem Andres made a motion to approve Ordinance 2022-80 amending Ordinance No. 2022-54 (FY 2022-2023 Annual Budget to provide funding increased expenditures in the General Fun, Water-Sewer Utility Fund, Special Revenue Fund, and the Capital Dedicated Fund. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

24. Consider and act upon awarding CSP 2022-53-A to Tyler Technologies, Inc. for an Enterprise Resource Planning (ERP) System Solution for the Town of Prosper; and authorize the Interim Town Manager to execute documents for same. (LJ)

Mr. Johnson introduced this item indicating it is a budgeted item and has been previously discussed by the Town Council. The Town was able to negotiate and get lower pricing and favorable terms. Staff is recommending approval.

Mayor Pro-Tem Hodges made a motion to approve awarding CSP 2022-53-A to Tyler Technologies, Inc. for an Enterprise Resource Planning (ERP) System Solution for the Town of Prosper; and authorize the Interim Town Manager to execute documents for same. Deputy Mayor Pro-Tem Andres seconded that motion, and the motion was unanimously approved.

25. Consider and act upon authorizing the Interim Town Manager to execute a Professional Services Agreement (PSA) between Sciens, LLC and the Town of Prosper, Texas, related to the implementation and deployment of the Enterprise Resource Planning (ERP) System Solution. (LJ)

Mr. Johnson stated this item is a sequential item to the ERP project. Sciens will provide direct consulting services to assist the Town and staff with deployment of the ERP solution. The cost for services is included in the total project cost. Staff recommends approval.

Deputy Mayor Pro-Tem Andres made a motion to authorize the Interim Town Manager to execute a Professional Services Agreement (PSA) between Sciens, LLC and the Town of Prosper, Texas, related to the implementation and deployment of the Enterprise Resource Planning (ERP) System Solution. Councilmember Bartley seconded that motion, and the motion was unanimously approved.

26. Consider an act upon approval of a contract with Motorola Solutions, Inc. for an in-car and body-worn camera and evidence management platform. (LJ, DK)

Mr. Johnson stated that Town received two bids in response for this item. After a review and completion of the evaluation process, staff recommends awarding the contract to Motorola Solutions, Inc.

Mayor Pro-Tem Hodges made a motion to approve a contract with Motorola Solutions, Inc. for an in-car and body-worn camera and evidence management platform. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

27. Consider and act upon authorizing the Interim Town Manager to execute a Professional Services Agreement between and Halff Associates and the Town of Prosper, Texas, related to 3rd party landscape review services. (DB)

Mr. Baker stated that to support the workloads of existing staff and to maintain current levels of Town services, staff is requesting to use a third-party landscape review services on an as-needed basis. The cost for services was included as part of the budget amendment approved by the Town Council.

Deputy Mayor Pro-Tem Andres made a motion to authorize the Interim Town Manager to execute a Professional Services Agreement between and Halff Associates and the Town of Prosper, Texas, related to 3rd party landscape review services. Mayor Pro-Tem Hodges seconded that motion, and the motion was unanimously approved.

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

Mayor Bristol requested staff to review the current RFP for trash and recycling services regarding including recycling to the school district.

Councilmember Kern requested to establish liaison contacts with AT&T wireless.

Councilmember Cotten requested to discuss the landscape ordinance.

EXECUTIVE SESSION:

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

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

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

Section 551.074 – To discuss and consider personnel matters, including Town Manager search and selection process, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 8:11 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 9:23 p.m.

Mayor Pro-Tem Hodges made a motion to authorize the Interim Town Manager to execute a Settlement Agreement between the Town of Prosper and Trejax, L.P. and an Acknowledgement and Disclaimer related to property that was the subject of a 2015 Right-of-Way Agreement between the Town and CADG Prosper Lakes North, LLC. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

Adjourn.

The meeting was adjourned at 9:24 p.m.

These minutes approved on the 10th day of January 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



Prosper is a place where everyone matters.

ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Ron K. Patterson, Interim Town Manager
Chuck Ewings, Executive Director of Development and Infrastructure Services

Re: Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2:
Change Order Number 01

Town Council Meeting – January 10, 2023

Agenda Item:

Consider and act upon approving Change Order Number 01 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project; and authorizing the Interim Town Manager to execute Change Order Number 01 for same.

Description of Agenda Item:

Town Council authorized a construction contract with Archer Western Construction at the June 14, 2022, Town Council meeting in the amount of \$16,278,323. The project includes the construction of a new separate dedicated pump station to serve the Lower Pressure Plane and the installation of 2,060 LF of 42-inch water line from the proposed pump station extending to the west past the proposed Brookhollow multi-family development prior to the construction of that project. The remaining approximate 8,800 LF of 42-inch water line from the proposed Brookhollow development to connect the Lower Pressure Plane (LPP) Pump Station to the existing Lower Pressure Plane Water Line Phase 1 project at the intersection of Coit Road and Richland Boulevard, is anticipated to be bid in Summer 2023.

This change order revises a portion of the original water line alignment, including additional linear feet of water line bore through environmental sensitive areas as a result of final negotiations with an adjacent landowner for the granting of a zero-cost water line easement. This change order also includes a modification to the grade and depth of the proposed water line to clear utilities associated with the Brookhollow multi-family development that were a result of Town requirements addressed during the plan review process. In addition, there are change in materials included in this change order. The pipe couplings were bid as Dynamic Movement Couplings but when the Contractor went to purchase the product, the supplier had greatly increased the costs. The Contractor submitted a request to change to Dresser Couplings which were readily available and saved the Town approximately \$80,000.

Budget Impact:

The cost for Change Order Number 01 is \$114,915.00 and reflects a 0.706% increase to the contract. The total cost for the construction of the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project, including Change Order Number 01, is \$16,393,238.

The funding for this project includes \$14,062,000 from the Lower Pressure Plane (LPP) Pump Station budget and \$2,331,238 from the LPP Water Line Phase 2 budget of \$11,784,000. The remaining budget of \$9,452,762 will be used to fund the construction of the remaining approximate 8,800 LF of 42-inch water line extension, to connect the Lower Pressure Plane (LPP) Pump Station to the existing Lower Pressure Plane Water Line Phase 1 project at the intersection of Coit Road and Richland Boulevard. The funding source is Account No. 760-6610-10-00-1501WA

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard change order document as to form and legality.

Attachments:

1. Change Order Number 01
2. Alignment Changes Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council approve Change Order Number 01 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project; and authorizing the Interim Town Manager to execute Change Order Number 01 for same.

Proposed Motion:

I move to approve Change Order Number 01 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project; and authorizing the Interim Town Manager to execute Change Order Number 01 for same.



Change Order No. 01

Grant No.: 08-79-05522

Project Name: Lower Pressure Plane Pump Station and Water Line_Phase 2

Prj. No.: 1501-WA

Contractor: Archer Western Construction

Bid No.: 2022-05-B

Contract Start: 8/1/2022

PO No.: 22298

Description of Change:

This change order addresses discharge pipeline alignment adjustments due to coordination with adjacent developers, additional tunnelling and casing pipe along with a credit for open cut installation, changes to grade depth and pipe geometry resulting from adjacent development changes, and a material change to the couplings due to significant price increase in the bid item.

Mod/ New	Item No.	Description	Unit	Prev	Quantity Chg	New	Unit Cost	Cost Change
Mod	2.8	Item B-08 / 60-in Steel Casing - Other than Open Cut	LF	75	66	141	\$2,820.00	\$186,120.00
Mod	3.1	Item C-01 / Option 1 Bar Wrapped Concrete Cylinder Pipe	LF	2,060	-11	2,049	\$394.00	-\$4,334.00
New	C1.1	Additional Miter Fitting, Bonding, and Insurance_Less reduced Labor and Equipment Costs for revised work efforts	LS	0	1	1	\$5,309.00	\$5,309.00
New	C1.2	Additional depth and revised pipe miters	LS	0	1	1	\$9,243.00	\$9,243.00
Mod	1.4	Lower Pressure Plane Pump Station Building and Substructure (Subtract Dynamic Movement Couplings)	LS	1	-0.0228	1	\$7,894,900.00	-\$180,000.00
New	C1.3	Install Dresser Couplings	LS	0	1	1	\$98,577.00	\$98,577.00
							Cost Adjustment this Change:	\$114,915.00
							Time Adjustment this Change:	0

The compensation agreed upon in this Change Order is full, complete and final payment for all costs the Contractor may incur as a result of or relating to this change, whether said costs are known, unknown, foreseen or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged work as a result of this Change.

Original Contract Amount: \$16,278,323.00

Previous Change Orders: \$0.00

Current Change Order: \$114,915.00

Revised Contract Amount: \$16,393,238.00

Original Contract Time:

Previous Change Orders:

Current Change Order:

Rev. Subst. Compl. Date: 4/2/2024**Final Completion Date:**

Cal. Days

610

0

0

610

5/2/2024

Issued by
TOWN OF PROSPER

By

Signature

Date

Accepted by
Archer Western Construction

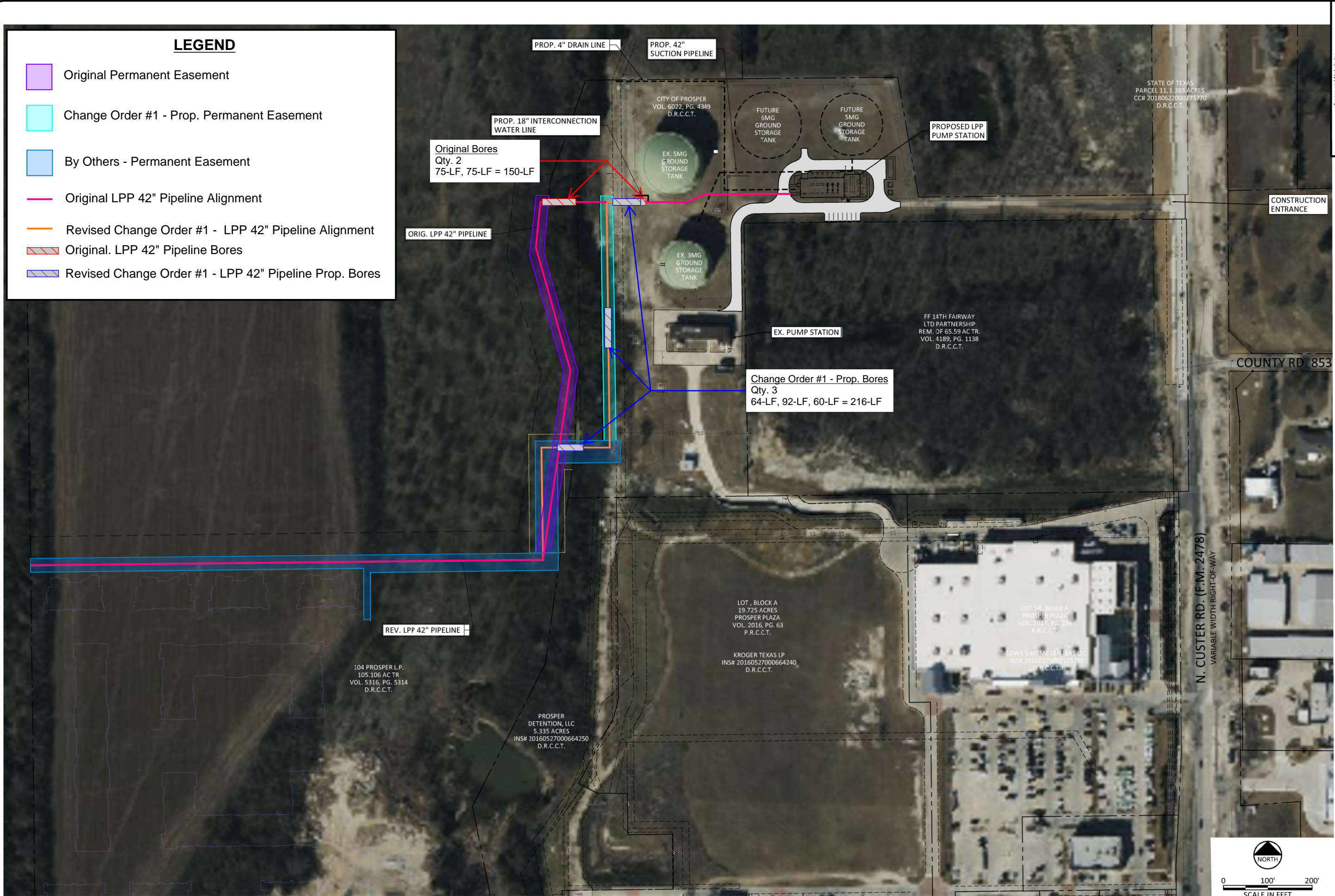
By

Signature

Date

12/20/2022

ACAD Ref: 24.1s (LMS Tech)
Filename: C:\Users\03660\Project Files\PRP19556\GN-ALL-CTRL.dwg
Last Saved: 9/14/2022 3:30 PM. Saved By: 03660



Item 3.

FREESE
NICHOLS

5805 Main Street, Suite B
Frisco, Texas 75034
Phone - (972) 624-9201
Web - www.freese.com

TOWN OF PROSPER, TEXAS

LOWER PRESSURE PLANE PUMP STATION

GENERAL

CHANGE ORDER #1: EXHIBIT

NO.	ISSUE	BY	DATE	F&N JOB NO.	PRP19556
				DATE	MAY 2022
				DESIGNED	CL
				DRAWN	LMR
				REVIEWED	
				CHECKED	CCB
				FILE NAME	GN-ALL-CTRL.dwg

VERIFY SCALE

Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

01

SHEET

SEQ.

Page 18



Administrative Services

To: Mayor and Town Council

From: Robert Scott, Executive Director of Administrative Services

Through: Ronald K. Patterson, Interim Town Manager

Re: MuniServices Agreements

Town Council Meeting – January 10, 2023

Agenda Item:

Consider and act upon authorizing the Interim Town Manager to execute a one-year renewal of two Consultant Services Agreements between Avenu Analytics/MuniServices, LLC, and the Town of Prosper, Texas, related to sales tax consulting for the Town's two Special Purpose Districts Investment Advisory services.

Description of Agenda Item:

Sales tax levies in Texas are a maximum of 8^{1/4} cents consisting of 6 ¼ cent for the state and 2 cents for the local government. All sales tax is collected by the Texas Comptroller of Public Accounts with the local portion remitted to the appropriate local government less a 2% service charge. With the myriad of sales tax jurisdictions within the state, post offices serving more than one town and sales taxpayers determining where the taxes are owed, it is not unusual for the local portion to be allocated to the wrong jurisdiction. As a result, most municipalities employ one of several sales tax consultants to audit their payments received for completeness paying a contingency fee for identifying any additional sales tax revenue that the comptroller subsequently reallocates to the jurisdiction.

The Town initially contracted with MuniServices, LLC for these services in 2014. This contract has been renewed multiple times and now expires January 13, 2024. Following the successful passage of the Crime and Fire Control and Prevention Districts, the Town entered additional contracts for each district for a term of four years. These two contracts are now up for renewal. All three contracts were executed via "Manager Memo" as they did not at the time reach the threshold for council approval.

With the growth of both the Town and its sales tax base it is now quite likely that the 30% contingent fee may generate a payment in excess of the \$25,000 threshold for council approval and this did in fact occur in September of 2022. The Town also wants to consolidate its three contracts into a single consulting contract. Therefore, staff is requesting renewal of the two special purpose contracts through January 13, 2024 the same as the other contract for the Town and Economic Development Corporation. Prior to expiration of all three contracts, the Town will seek requests for proposal for a single contract all taxing jurisdictions.

Budget Impact:

The contingent fee is 30% of any additional sales tax paid to the Town's Special Purpose Districts as a result of the Consultant's findings. Any payment to the consultant is made only after the Comptroller remits the additional taxes to the Town.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed and approved the Professional Services Agreement as to form and legality.

Attached Documents:

1. Proposed Consultant Services Agreements

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Interim Town Manager to execute a Consultant Services Agreement(s) between Avenu Analytics/MuniServices LLC, and the Town of Prosper, Texas, related to Sales Tax Consulting Services for a period of approximately one year expiring January 13, 2024.

Proposed Motion:

I move to authorize the Interim Town Manager to execute a Consultant Services Agreement(s) between Avenu Analytics/MuniServices LLC, and the Town of Prosper, Texas, related to Sales Tax Consulting Services for a period of approximately one year expiring January 13, 2024.

Consultant Services Agreement

This Consultant Services Agreement (the “Agreement”) is made as of January 14, 2023 (“Effective Date”) by and between the **Prosper Fire Control, Prevention, and Emergency Medical Services District**, a special purpose district of the Town of Prosper and the State of Texas (“CLIENT”) and **MuniServices, LLC**, a Delaware limited liability company, (“CONSULTANT”), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule incorporated and included herein.

C. General Provisions

1. **Term of the Agreement:** The term of this Agreement shall be for a period of one (1) year ending January 13, 2024. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days prior written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days’ notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.
2. **Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT’s receipt of revenue after termination which are subject to CONSULTANT’s fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party

arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
4. Subcontractors: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CLIENT:

**Prosper Fire Control, Prevention, and
Emergency Medical Services District**

Attn: Bob Scott

PO Box 307

Prosper, TX 75078-0307

Phone: (972) 569-1009

Email: bscott@prospertx.gov

If to CONSULTANT:

MuniServices, LLC

Attn: Contracts Department

5860 Trinity Parkway

Suite 120

Centreville, VA 20120

Email: contracts@avenuinsights.com

6. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

Brenda Anderson, Client Services Manager

12600 N. Featherwood Dr., Ste. 240, Houston, TX 77034

Phone: (817) 771- 4066 / Email: Brenda.Anderson@avenuinsights.com

7. Indemnity: CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's

performance” includes CONSULTANT’s action or inaction and the action or inaction of CONSULTANT’s officers, employees, agents and subcontractors.

8. **Limitation of Liability:** IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT’S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE CLIENT’S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT’S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.
9. **Insurance:** CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers’ compensation insurance; employer’s liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers’ Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. **Equal Opportunity to Draft:** The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

12. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.
16. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and CLIENT are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to CLIENT except as provided under this Agreement.

17. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.
18. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
19. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
20. Headings The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.
21. Governing Law This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia, without reference to the principles of conflict of laws.
22. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
23. Invalidity: If any one or 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 thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Implementation Date") for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CLIENT”

**Prosper Fire Control, Prevention, and
Emergency Medical Services District**
a Special Purpose District

By: _____

Name: _____

Title: _____

Date: _____

“CONSULTANT”

MuniServices, LLC

a Delaware limited liability company

Carl Kumpf

By: [Carl Kumpf \(Jan 3, 2023 17:28 EST\)](#) _____

Name: Carl Kumpf _____

Title: CFO _____

Date: Jan 3, 2023 _____

EXHIBIT A - STATEMENT OF WORK

SALES TAX COMPLIANCE REVIEW

Objectives and Methods

CONSULTANT's Sales Tax Compliance Review is designed to assist CLIENT with economic forecasting and in preserving and enhancing its sales and use tax revenues by detecting, documenting, and correcting sales tax misallocations thereby producing previously unrealized revenue for CLIENT while giving the CLIENT a more accurate sales tax base upon which to forecast its revenue.

Statement of Work

In providing the Sales Tax Compliance Review, CONSULTANT shall:

- Meet with CLIENT's designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the CLIENT's coordinator and define logical checkpoints for reviewing progress.
- Perform a review of the CLIENT's businesses' sales/use tax remittances in an effort to ensure proper application of local sales/use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the CLIENT, CONSULTANT will assist the businesses, as necessary, in the preparation and filing of amended returns and/or reallocation requests with the Comptroller's office in order to gain compliance. CONSULTANT and/or the CLIENT may also provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

Deliverables

Progress Reports

CONSULTANT will provide periodic progress reports to CLIENT in the form of status updates. These progress reports will also indicate areas in which CLIENT staff may further assist and improve the sales tax compliance review activities provided hereunder. CONSULTANT's progress reports will identify errors/omissions detected, documented and corrected and report on other services of benefit to CLIENT for the time period covered.

CLIENT Assistance

CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, without limitation, the following:

- Providing CONSULTANT, on a timely basis, information necessary to conduct its compliance review activities including but not limited to monthly tax payment histories.

- Providing two letters of authorization identifying CONSULTANT to local businesses and to the Texas Comptroller of Public Accounts and/or other state agencies as an authorized agent of CLIENT to perform sales and use tax reviews and to receive and examine taxpayer records (hard copy and electronic) necessary to assure sales and use tax compliance and revenue forecasts.
- Pursuing in good faith corrective action on errors and omissions detected by CONSULTANT.
- Issuing necessary documentation to the state to correct errors validated by CONSULTANT.

The parties agree that the CLIENT and/or the State Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the CLIENT's sales and use tax, recognizing that CONSULTANT's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors/omissions by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing CLIENT with technical assistance, without assuming or being delegated the authority or responsibility of CLIENT to administer, interpret, and enforce its sales and use taxes.

EXHIBIT B – COMPENSATION SCHEDULE
SALES TAX
COMPLIANCE REVIEW

The CLIENT shall pay CONSULTANT a 30% contingency fee. The fee applies to the sales and use tax revenue received by the CLIENT from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review for submissions to the Comptroller on/after contract date. The Contingency Fee applies to both: (a) past compliance (as applicable) -- sales and use tax revenues received by the CLIENT from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales and use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the CLIENT. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior twelve (12) months immediately prior to the first month of correct tax remittance.

CONSULTANT will invoice CLIENT quarterly based on past and/or prospective compliance secured on behalf of CLIENT. Invoices are due and payable upon receipt.

All expenses incurred by CONSULTANT in providing the Sales Tax Compliance Review are the sole and exclusive responsibility of CONSULTANT, except those expenses that receive prior written approval by CLIENT.

Completion of Services

Notwithstanding anything else in this Agreement to the contrary, the CLIENT will pay CONSULTANT per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. CONSULTANT will provide CLIENT with a list of accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). CONSULTANT is allowed to continue working those accounts on the completion list for a reasonable time to obtain a correction.

Additional Consulting

CLIENT may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CLIENT agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.


TX - Town of Prosper Fire Control District - Sales Tax Compliance Agreement - 12.31.22 Final


Final Audit Report


2023-01-03


Created:	2023-01-03
By:	Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6jUoa7BTN3kuRBBTuuCqCUm_U9r3arRc


"TX - Town of Prosper Fire Control District - Sales Tax Compliance Agreement - 12.31.22 Final" History


 Document created by Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com)
2023-01-03 - 9:13:14 PM GMT

 Document emailed to carl.kumpf@avenuinsights.com for signature
2023-01-03 - 9:14:24 PM GMT

 Email viewed by carl.kumpf@avenuinsights.com
2023-01-03 - 10:27:46 PM GMT

 Signer carl.kumpf@avenuinsights.com entered name at signing as Carl Kumpf
2023-01-03 - 10:28:32 PM GMT

 Document e-signed by Carl Kumpf (carl.kumpf@avenuinsights.com)
Signature Date: 2023-01-03 - 10:28:34 PM GMT - Time Source: server

 Agreement completed.
2023-01-03 - 10:28:34 PM GMT

Consultant Services Agreement

This Consultant Services Agreement (the “Agreement”) is made as of January 14, 2023 (“Effective Date”) by and between the **Prosper Crime Control and Prevention District**, a special purpose district of the Town of Prosper and the State of Texas (“CLIENT”) and **MuniServices, LLC**, a Delaware limited liability company, (“CONSULTANT”), collectively the Parties. In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. CONSULTANT will provide CLIENT with the Services described in EXHIBIT A, Statement of Work which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CLIENT will pay CONSULTANT as outlined in EXHIBIT B, Compensation Schedule incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The term of this Agreement shall be for a period of one (1) year ending on January 13, 2024. Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days prior written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days’ notice. Provided, however, this Agreement is subject to termination upon not less than thirty (30) days written notice to CONSULTANT if CLIENT has failed to receive funds for the continued procurement of the Products or Services after every reasonable effort has been made by CLIENT to secure the necessary funding and if no substitute arrangement is made by CLIENT to obtain the same or similar System or Services from another source. CLIENT agrees to discontinue use of all hardware, software, and other CONSULTANT-owned materials no later than the effective date of termination and return the hardware, software, and other CONSULTANT-owned materials to CONSULTANT within thirty (30) calendar days after termination.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CLIENT shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CLIENT’s receipt of revenue after termination which are subject to CONSULTANT’s fee, the CLIENT shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CLIENT. Termination of this Agreement for any reason will not affect any liabilities or obligations of either party

arising before termination or out of events causing termination and will not affect any damages or other remedies to which a party may be entitled under this Agreement, at law, or in equity, arising from any breach or default.

3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CLIENT. CLIENT understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CLIENT's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.
4. Subcontractors: CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CLIENT harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. Notice: Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first-class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to CLIENT:

**Prosper Crime Control and
Prevention District**

Attn: Bob Scott
PO Box 307
Prosper, TX 75078-0307
Phone: (972) 569-1009
Email: bscott@prospertx.gov

If to CONSULTANT:

MuniServices, LLC

Attn: Contracts Department
5860 Trinity Parkway
Suite 120
Centreville, VA 20120
Email: contracts@avenuinsights.com

6. Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

Brenda Anderson, Client Services Manager
12600 N. Featherwood Dr., Ste. 240, Houston, TX 77034
Phone: (817) 771- 4066 / Email: Brenda.Anderson@avenuinsights.com

7. Indemnity: CONSULTANT shall indemnify, defend, and hold harmless the CLIENT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT's negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CLIENT. "CONSULTANT's

performance” includes CONSULTANT’s action or inaction and the action or inaction of CONSULTANT’s officers, employees, agents and subcontractors.

8. **Limitation of Liability:** **IN NO EVENT SHALL CONSULTANT, ITS EMPLOYEES, CONTRACTORS, DIRECTORS, AFFILIATES AND/OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, DELAY, LOST DATA, DISRUPTION, AND LOSS OF ANTICIPATED PROFITS OR REVENUE ARISING FROM OR RELATED TO THE SERVICES, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT, AND WHETHER OR NOT CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN ADDITION, CONSULTANT’S TOTAL LIABILITY HEREUNDER, INCLUDING REASONABLE ATTORNEYS’ FEES AND COSTS, SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES DESCRIBED IN EXHIBIT B. THE FOREGOING SETS FORTH THE CLIENT’S EXCLUSIVE REMEDY FOR CLAIMS ARISING FROM OR OUT OF THIS AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS BETWEEN CONSULTANT AND THE CLIENT AND CONSULTANT’S PRICING REFLECTS THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY SPECIFIED HEREIN.**
9. **Insurance:** CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers’ compensation insurance; employer’s liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CLIENT, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers’ Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Cybersecurity insurance minimum coverage shall be at least \$2,500,000 per incident, claim or occurrence. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CLIENT, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. **Equal Opportunity to Draft:** The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CLIENT, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CLIENT to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

12. Ownership of Documents: Except for CONSULTANT's preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CLIENT at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CLIENT-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, quarantines, pandemics, endemics, weather, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions, strikes, embargoes, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications, or cause beyond the reasonable control of CONSULTANT ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.
16. Relationship of the Parties This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. CONSULTANT and CLIENT are independent parties, and neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. CONSULTANT shall not be restricted from providing products or performing services for others and shall not be bound to CLIENT except as provided under this Agreement.

17. Severability If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intent of the parties.
18. Waiver Or Forbearance Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. Waiver in any instance of any right or remedy shall not constitute waiver of any other right or remedy under this Agreement. Consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall not constitute consent to modification or reduction of the other obligations or forbearance of any other breach.
19. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
20. Headings The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.
21. Governing Law This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Virginia, without reference to the principles of conflict of laws.
22. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
23. Invalidity: If any one or 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 thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
24. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Implementation Date") for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CLIENT”

**Prosper Crime Control and
Prevention District**

a Special Purpose District

By: _____

Name: _____

Title: _____

Date: _____

“CONSULTANT”

MuniServices, LLC

a Delaware limited liability company

Carl Kumpf

By: Carl Kumpf (Jan 3, 2023 17:29 EST)

Name: Carl Kumpf

Title: CFO

Date: Jan 3, 2023

EXHIBIT A - STATEMENT OF WORK

SALES TAX COMPLIANCE REVIEW

Objectives and Methods

CONSULTANT's Sales Tax Compliance Review is designed to assist CLIENT with economic forecasting and in preserving and enhancing its sales and use tax revenues by detecting, documenting, and correcting sales tax misallocations thereby producing previously unrealized revenue for CLIENT while giving the CLIENT a more accurate sales tax base upon which to forecast its revenue.

Statement of Work

In providing the Sales Tax Compliance Review, CONSULTANT shall:

- Meet with CLIENT's designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the CLIENT's coordinator and define logical checkpoints for reviewing progress.
- Perform a review of the CLIENT's businesses' sales/use tax remittances in an effort to ensure proper application of local sales/use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the CLIENT, CONSULTANT will assist the businesses, as necessary, in the preparation and filing of amended returns and/or reallocation requests with the Comptroller's office in order to gain compliance.
- CONSULTANT and/or the CLIENT may also provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

Deliverables

Progress Reports

CONSULTANT will provide periodic progress reports to CLIENT in the form of status updates. These progress reports will also indicate areas in which CLIENT staff may further assist and improve the sales tax compliance review activities provided hereunder. CONSULTANT's progress reports will identify errors/omissions detected, documented and corrected and report on other services of benefit to CLIENT for the time period covered.

CLIENT Assistance

CLIENT shall assist CONSULTANT by providing necessary information and assistance to include, without limitation, the following:

- Providing CONSULTANT, on a timely basis, information necessary to conduct its compliance review activities including but not limited to monthly tax payment histories.

- Providing two letters of authorization identifying CONSULTANT to local businesses and to the Texas Comptroller of Public Accounts and/or other state agencies as an authorized agent of CLIENT to perform sales and use tax reviews and to receive and examine taxpayer records (hard copy and electronic) necessary to assure sales and use tax compliance and revenue forecasts.
- Pursuing in good faith corrective action on errors and omissions detected by CONSULTANT.
- Issuing necessary documentation to the state to correct errors validated by CONSULTANT.

The parties agree that the CLIENT and/or the State Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the CLIENT's sales and use tax, recognizing that CONSULTANT's role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors/omissions by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing CLIENT with technical assistance, without assuming or being delegated the authority or responsibility of CLIENT to administer, interpret, and enforce its sales and use taxes.

EXHIBIT B – COMPENSATION SCHEDULE
SALES TAX
COMPLIANCE REVIEW

The CLIENT shall pay CONSULTANT a 30% contingency fee. The fee applies to the sales and use tax revenue received by the CLIENT from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review for submissions to the Comptroller on/after contract date. The Contingency Fee applies to both: (a) past compliance (as applicable) -- sales and use tax revenues received by the CLIENT from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales and use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the CLIENT. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior twelve (12) months immediately prior to the first month of correct tax remittance.

CONSULTANT will invoice CLIENT quarterly based on past and/or prospective compliance secured on behalf of CLIENT. Invoices are due and payable upon receipt.

All expenses incurred by CONSULTANT in providing the Sales Tax Compliance Review are the sole and exclusive responsibility of CONSULTANT, except those expenses that receive prior written approval by CLIENT.

Completion of Services

Notwithstanding anything else in this Agreement to the contrary, the CLIENT will pay CONSULTANT per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. CONSULTANT will provide CLIENT with a list of accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). CONSULTANT is allowed to continue working those accounts on the completion list for a reasonable time to obtain a correction.

Additional Consulting

CLIENT may request that CONSULTANT provide additional consulting services at any time during the term of this Agreement. If CONSULTANT and CLIENT agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.


TX - Town of Prosper Crime Control District - Sales Tax Compliance Agreement - 12.31.22 Final


Final Audit Report


2023-01-03


Created:	2023-01-03
By:	Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-MQ9CtrjHF95cFDMp9vk-Itq_gW5nKNr


"TX - Town of Prosper Crime Control District - Sales Tax Compliance Agreement - 12.31.22 Final" History


 Document created by Karen Miller-Kuwana (karen.miller-kuwana@avenuinsights.com)
2023-01-03 - 9:22:26 PM GMT

 Document emailed to carl.kumpf@avenuinsights.com for signature
2023-01-03 - 9:23:18 PM GMT

 Email viewed by carl.kumpf@avenuinsights.com
2023-01-03 - 10:28:44 PM GMT

 Signer carl.kumpf@avenuinsights.com entered name at signing as Carl Kumpf
2023-01-03 - 10:29:13 PM GMT

 Document e-signed by Carl Kumpf (carl.kumpf@avenuinsights.com)
Signature Date: 2023-01-03 - 10:29:15 PM GMT - Time Source: server

 Agreement completed.
2023-01-03 - 10:29:15 PM GMT



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Ron K. Patterson, Interim Town Manager
Chuck Ewings, Executive Director of Development and Infrastructure Services

Re: Façade Plan Westside Lot 16

Town Council Meeting – January 10, 2023

Agenda Item:

Consider and act upon a Façade Plan for a Residence/Extended Stay Hotel on Lot 16, 2.8± acres, located on the north side of U.S Highway 380, east of FM 1385. This property is zoned Planned Development-94 (PD-94). (D22-0086)

Description of Agenda Item:

The Façade plan shows exterior elevations of the Residence/Extended Stay Hotel on Lot 16 that is being proposed on the subject property as shown below.

Per Planned Development 94, the façade plan shall be approved by Town Council. Renderings of the façade plan shall be shown below and attached:

Residence/Extended Stay Hotel



On December 6, 2022, Planning & Zoning Commission approved a Site Plan for Lots 15 (Retail) and Lot 16 (Residence/Extended Stay Hotel).

Attachments:

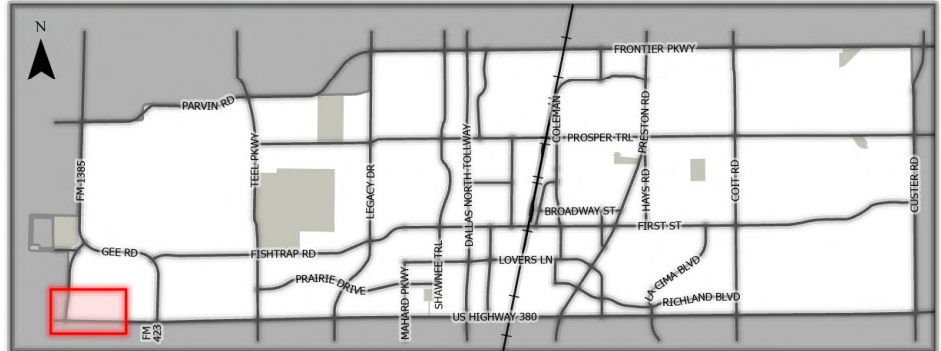
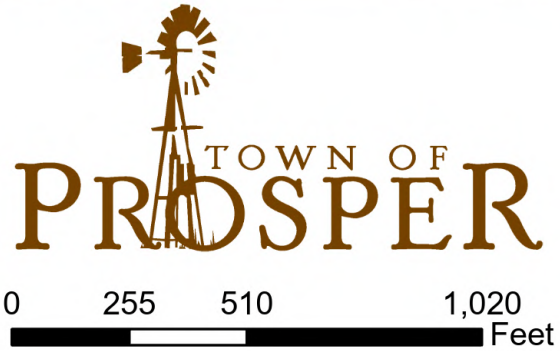
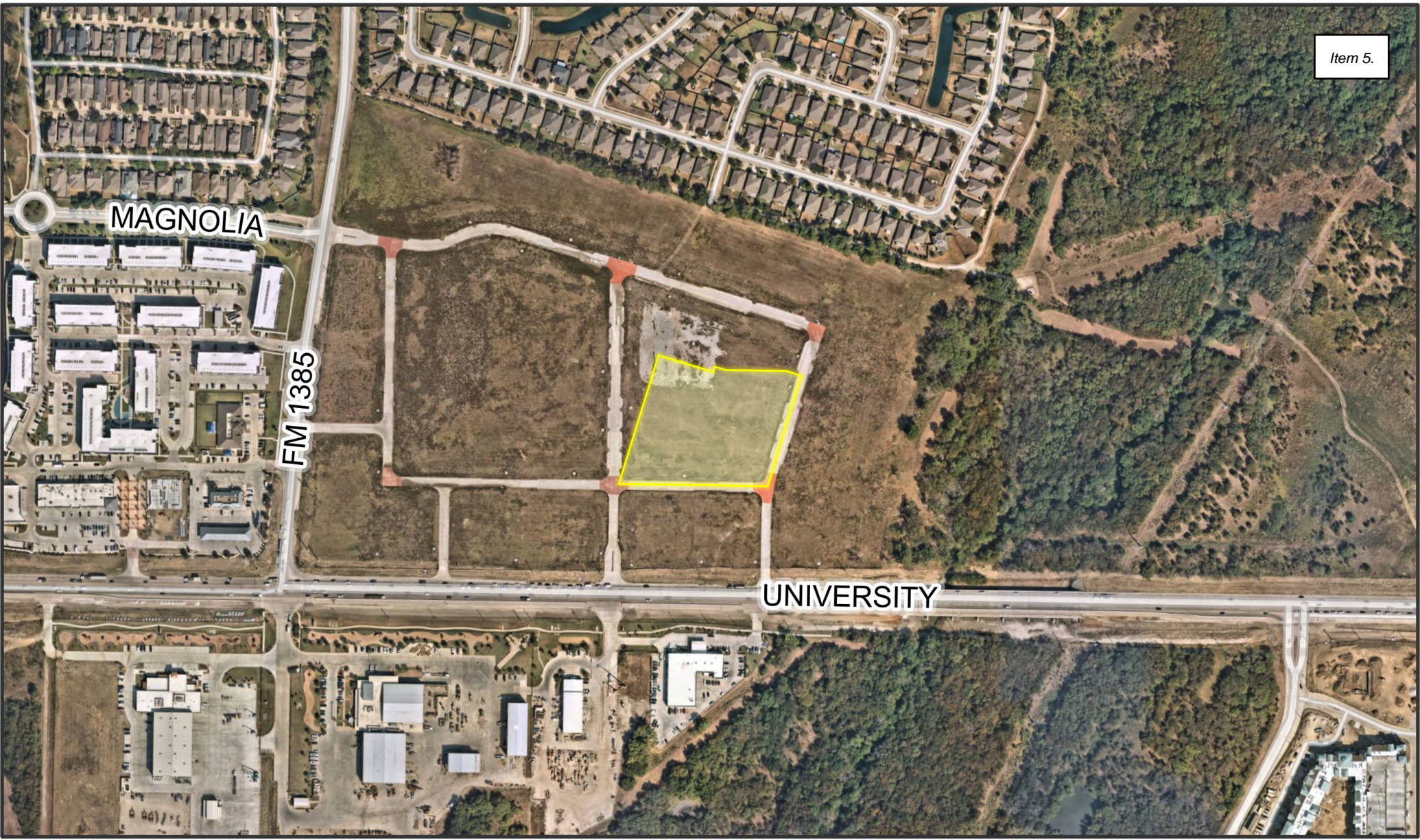
1. Location Map
2. Façade Plan

Town Staff Recommendation:

Town staff recommends that the Town Council approve a Façade Plan for a Residence/Extended Stay Hotel on Lot 16, 2.8± acres, located on the north side of U.S Highway 380, east of FM 1385.

Proposed Motion:

I move to approve a Façade Plan for a Residence/Extended Stay Hotel on Lot 16, 2.8± acres, located on the north side of U.S Highway 380, east of FM 1385.



This map for illustration purposes only

D22-0086

Residence Inn Marriot SP

Site Plan

E

D

C

B

A

FACADE SURFACE AREA ANALYSIS

NORTH ELEVATION

	AREA	%
TOTAL SURFACE AREA	10,440 SF +/-	100%
TOTAL GLAZING SURFACE AREA	2,050 SF +/-	20%
WINDOWSTOREFRONT SURFACE AREA	2,050 SF +/-	100%
METAL DOOR SURFACE AREA	0 SF +/-	0%
NET SURFACE AREA	8,390 SF +/-	80%

SOUTH ELEVATION

TOTAL SURFACE AREA	9,740 SF +/-	100%
TOTAL GLAZING SURFACE AREA	1,360 SF +/-	14%
WINDOWSTOREFRONT SURFACE AREA	1,360 SF +/-	100%
METAL DOOR SURFACE AREA	0 SF +/-	0%
NET SURFACE AREA	8,380 SF +/-	86%

EAST ELEVATION

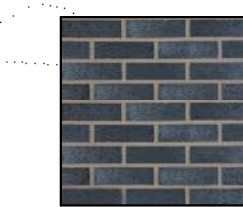
TOTAL SURFACE AREA	15,135 SF +/-	100%
TOTAL GLAZING SURFACE AREA	2,635 SF +/-	17%
WINDOWSTOREFRONT SURFACE AREA	2,530 SF +/-	96%
METAL DOOR SURFACE AREA	105 SF +/-	4%
NET SURFACE AREA	12,500 SF +/-	83%

WEST ELEVATION

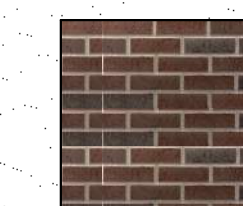
TOTAL SURFACE AREA	15,280 SF +/-	100%
TOTAL GLAZING SURFACE AREA	2,620 SF +/-	17%
WINDOWSTOREFRONT SURFACE AREA	2,620 SF +/-	100%
METAL DOOR SURFACE AREA	0 SF +/-	0%
NET SURFACE AREA	12,660 SF +/-	83%

FACADE MATERIAL ANALYSIS

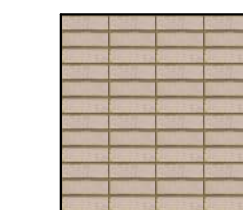
MATERIAL TABLE



BRICK COLOR 1
MANGANESE IRON SPOT - VELOS (BR-1)



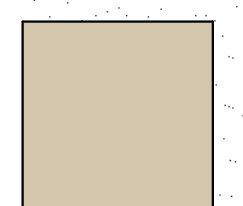
BRICK COLOR 2
AUTUMN SAND (BR-2)



BRICK COLOR 3
ART'S WHITE (BR-3)



STONE
COTTON WOOD HONED (ST)



EIFS APPLIQUE
SAND BEACH (E-1)

NORTH ELEVATION

MATERIAL	AREA	%
STONE	1,550 SF +/-	24%
BRICK COLOR 1	2,520 SF +/-	35%
BRICK COLOR 2	1,880 SF +/-	22%
BRICK COLOR 3	550 SF +/-	7%
EIFS COLOR 1	1,050 SF +/-	12%
TOTAL	8,390 SF +/-	100%

SOUTH ELEVATION

STONE	1,525 SF +/-	18%
BRICK COLOR 1	3,420 SF +/-	41%
BRICK COLOR 2	1,600 SF +/-	19%
BRICK COLOR 3	585 SF +/-	7%
EIFS COLOR 1	1,250 SF +/-	15%
TOTAL	8,380 SF +/-	100%

EAST ELEVATION

STONE	2,135 SF +/-	17%
BRICK COLOR 1	4,850 SF +/-	39%
BRICK COLOR 2	2,665 SF +/-	21%
BRICK COLOR 3	1,200 SF +/-	10%
EIFS COLOR 1	1,650 SF +/-	13%
TOTAL	12,500 SF +/-	100%

WEST ELEVATION

STONE	2,000 SF +/-	16%
BRICK COLOR 1	5,300 SF +/-	42%
BRICK COLOR 2	2,600 SF +/-	20%
BRICK COLOR 3	1,200 SF +/-	10%
EIFS COLOR 1	1,550 SF +/-	12%
TOTAL	12,660 SF +/-	100%

FACADE PLAN CITY NOTES

- THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM BUILDING INSPECTIONS DIVISION.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW.
- ROOFTOP-MOUNTED EQUIPMENT SHALL BE SCREENED BY A PARAPET WALL OR SCREENING WALL. SCREENING WALLS SHALL BE TO THE SPECIFICATIONS OF THE ZONING ORDINANCE.
- WHEN PERMITTED, EXPOSED UTILITY BOXES AND CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
- ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY THE BUILDING INSPECTIONS DIVISION.
- WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

EXTERIOR ELEV. KEYNOTES

- BLACKLIGHTED, THERMO-PLASTIC RESIDENCE INN SIGN-MOUNTED ON BRICK FACE. MARIOTT SIGN TO BE SURFACE MTD CHANNEL LETTERS. SEE SIGNAGE PACKAGE. SIGN LETTERS ARE TO BE THE BRAND COLOR BY DAY, WHITE AT NIGHT (DUAL-COLOR FILM). WHERE THE BUILDING COLOR IS MEDIUM TO DARK TONED, WHITE FACE LETTERS BY DAY & NIGHT SHOULD BE USED. SIGNAGE TO BE PERMITTED SEPARATELY.
- BRAND ACCENT LIGHT
- HOLLOW METAL DOOR & FRAME AS PER SCHEDULE
- AUTOMATIC ENTRANCE DOOR
- STORE FRONT DOOR AS SCHEDULED
- MECHANICAL EXTERIOR LOUVER, PTD TO MATCH ADJACENT WALL COLOR
- LOW E GREY TINT GLAZING, DARK BRONZE STOREFRONT AS PER SCHEDULE
- LOW E GREY TINT GLAZING, DARK BRONZE WINDOW AS PER SCHEDULE
- BRICK CONTROL JOINT, TYP
- MECHANICAL EQUIPMENT SCREENING
- EIFS CORNICE - ORNATE
- EIFS CORNICE - SIMPLE
- BRICK SOLDIER COURSE
- CAST STONE SILL
- BRICK SILL
- SLOPED METAL SEAM ROOF
- METAL TRELLIS
- METAL PERGOLA
- FABRIC AWNING
- PROPOSED GAS METER
- PROPOSED TRANSFORMER

SEAL:

CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION

This drawing and all prints of it are the property of Mayse & Associates, Inc. Reproductions of these drawings without the written consent of Mayse & Associates, Inc. is not permitted and Mayse & Associates, Inc. retains all common law and statutory and other reserved rights, including the copyright.

Engineer

RESIDENCE INN BY MARIOTT

LOTS 15&16 WESTSIDE
ADDITION, US 380/FM 1385,
PROSPER, TX

Residence INN
BY MARIOTT

ALPHA3
HOTELS

ALPHA3 HOTELS

1700 PACIFIC SUITE 1850
DALLAS TX 75201

Revisions:

1 No
2

LANDOWNER:
ALPHA3 HOTEL
CONTACT: PERRY MOLUBHOY
1700 PACIFIC SUITE 1850
DALLAS, TX 75201
PHONE: 972.416.9900
APPLICANT FOR LANDOWNER:
MAYSE & ASSOCIATES
CONTACT: RON SMITH
CONTACT: JESSICA MAREK
14881 QUORUM DR SUITE 800
DALLAS TX, 75254
PHONE: 972.386.0338
SUBDIVISION/DEVELOPMENT:
LOT 15&16, BLOCK A OF
WESTSIDE ADDITION,
AN ADDITION TO THE TOWN OF
PROSPER, DENTON COUNTY,
TEXAS
TOWN PROJECT NUMBER:
D22-0086

date
10/18/2022

job no. 21122

sheet title
FACADE PLAN - HOTEL

sheet no.

SP-3.0

EXTERIOR FINISH LEGEND

- BRICK COLOR 1 (BR-1) (BR-1)
- BRICK COLOR 2 (BR-2) (BR-2)
- BRICK COLOR 3 (BR-3) (BR-3)
- STONE (ST) (ST)
- EIFS COLOR 1 (E-1) (E-1)



1 WEST BUILDING ELEVATION - COLOR - HOTEL FRONT/ENTRANCE

SP-3.0 3/32" = 1'-0"

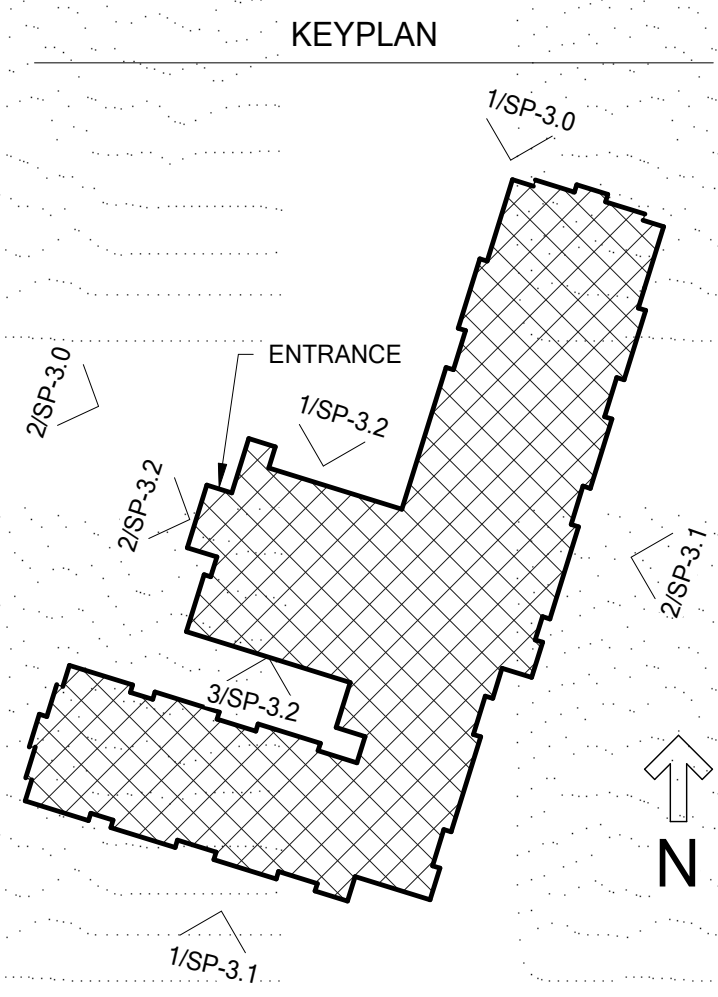
FACADE MATERIAL ANALYSIS FOR GATE HOUSE WEST ELEVATION INCLUDED IN WEST BUILDING ELEVATION.
GATE HOUSE WEST ELEVATION PROVIDED FOR CLARITY OF DESIGN INTENT.



2 NORTH BUILDING ELEVATION- COLOR

SP-3.0 3/32" = 1'-0"

FACADE MATERIAL ANALYSIS FOR GATE HOUSE NORTH ELEVATION INCLUDED IN NORTH BUILDING ELEVATION.
GATE HOUSE NORTH ELEVATION PROVIDED FOR CLARITY OF DESIGN INTENT.



FACADE SURFACE AREA ANALYSIS

NORTH ELEVATION

	AREA	%
TOTAL SURFACE AREA	- SF +/-	100%
TOTAL GLAZING SURFACE AREA	- SF +/-	-%
WINDOWSTOREFRONT SURFACE AREA	- SF +/-	-%
METAL DOOR SURFACE AREA	- SF +/-	-%
NET SURFACE AREA	10,310 SF +/-	-%

SOUTH ELEVATION

	- SF +/-	100%
TOTAL SURFACE AREA	- SF +/-	100%
TOTAL GLAZING SURFACE AREA	- SF +/-	-%
WINDOWSTOREFRONT SURFACE AREA	- SF +/-	-%
METAL DOOR SURFACE AREA	- SF +/-	-%
NET SURFACE AREA	8,840 SF +/-	-%

EAST ELEVATION

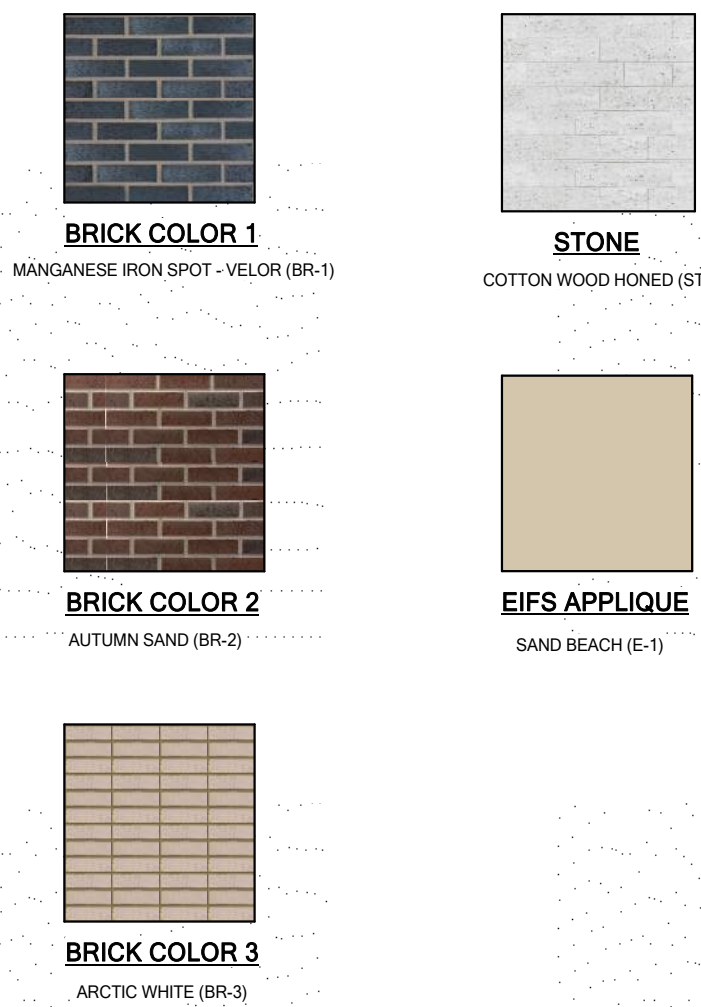
	- SF +/-	100%
TOTAL SURFACE AREA	- SF +/-	100%
TOTAL GLAZING SURFACE AREA	- SF +/-	-%
WINDOWSTOREFRONT SURFACE AREA	- SF +/-	-%
METAL DOOR SURFACE AREA	- SF +/-	-%
NET SURFACE AREA	16,545 SF +/-	-%

WEST ELEVATION

	- SF +/-	100%
TOTAL SURFACE AREA	- SF +/-	100%
TOTAL GLAZING SURFACE AREA	- SF +/-	-%
WINDOWSTOREFRONT SURFACE AREA	- SF +/-	-%
METAL DOOR SURFACE AREA	- SF +/-	-%
NET SURFACE AREA	14,130 SF +/-	-%

FACADE MATERIAL ANALYSIS

MATERIAL TABLE



NORTH ELEVATION

MATERIAL	AREA	%
STONE	2,580 SF +/-	25%
BRICK COLOR 1	3,560 SF +/-	34.5%
BRICK COLOR 2	1,735 SF +/-	16.8%
BRICK COLOR 3	1,220 SF +/-	11.9%
EIFS COLOR 1	1,215 SF +/-	11.8%
TOTAL	10,310 SF +/-	100%

SOUTH ELEVATION

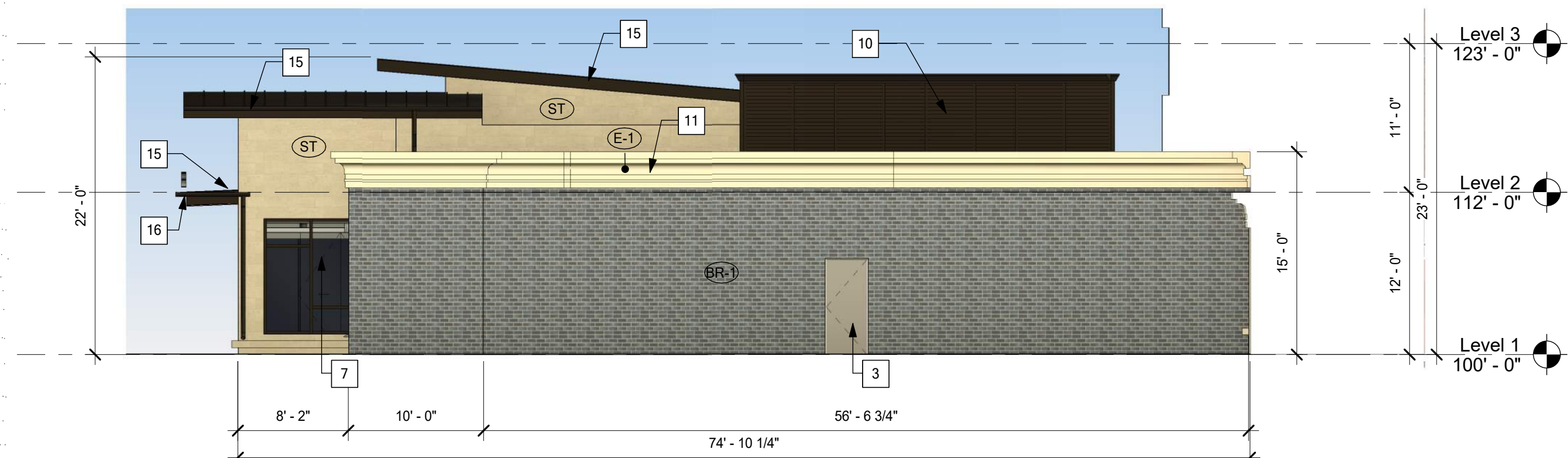
	- SF +/-	100%
STONE	1,490 SF +/-	16.9%
BRICK COLOR 1	3,710 SF +/-	42%
BRICK COLOR 2	1,915 SF +/-	21.7%
BRICK COLOR 3	560 SF +/-	6.3%
EIFS COLOR 1	1,165 SF +/-	13.1%
TOTAL	8,840 SF +/-	100%

EAST ELEVATION

	- SF +/-	100%
STONE	4,140 SF +/-	25%
BRICK COLOR 1	6,530 SF +/-	39.5%
BRICK COLOR 2	2,400 SF +/-	14.5%
BRICK COLOR 3	1,450 SF +/-	8.8%
EIFS COLOR 1	2,025 SF +/-	12.2%
TOTAL	16,545 SF +/-	100%

WEST ELEVATION

	- SF +/-	100%
STONE	2,455 SF +/-	17.4%
BRICK COLOR 1	5,895 SF +/-	41.8%
BRICK COLOR 2	2,255 SF +/-	16%
BRICK COLOR 3	1,490 SF +/-	10.6%
EIFS COLOR 1	2,035 SF +/-	14.2%
TOTAL	14,130 SF +/-	100%



3 GATE HOUSE - SOUTH ELEVATION

SP-3.2 1/8" = 1'-0"

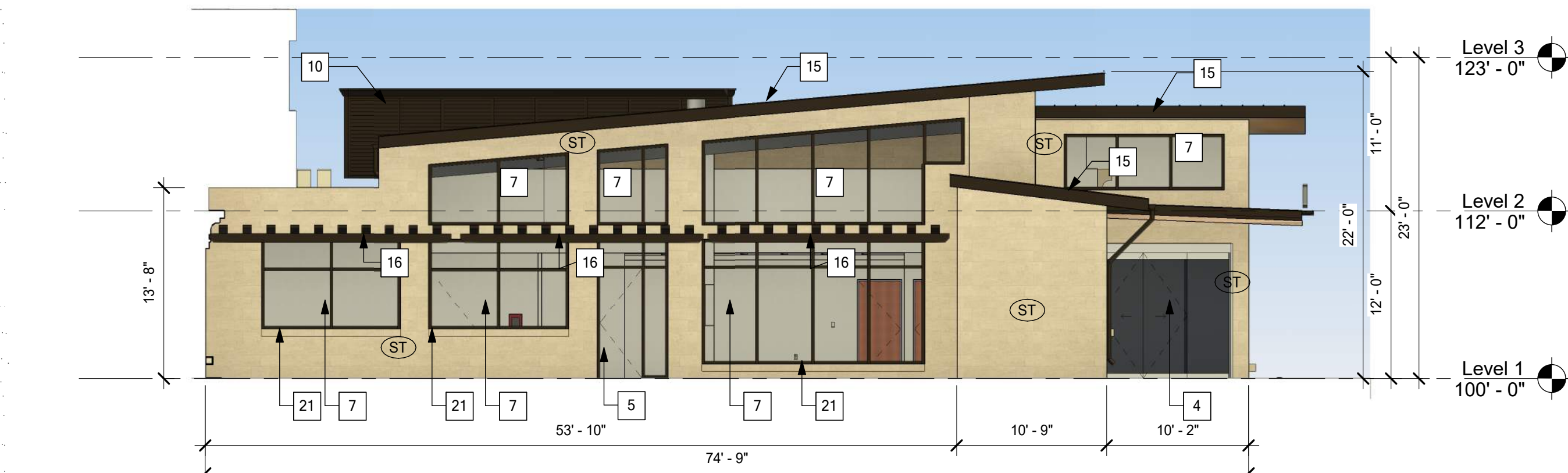
FACADE MATERIAL ANALYSIS FOR GATE HOUSE SOUTH ELEVATION INCLUDED IN SOUTH BUILDING ELEVATION.
GATE HOUSE SOUTH ELEVATION PROVIDED FOR CLARITY OF DESIGN INTENT.



2 GATE HOUSE - WEST ELEVATION

SP-3.2 1/8" = 1'-0"

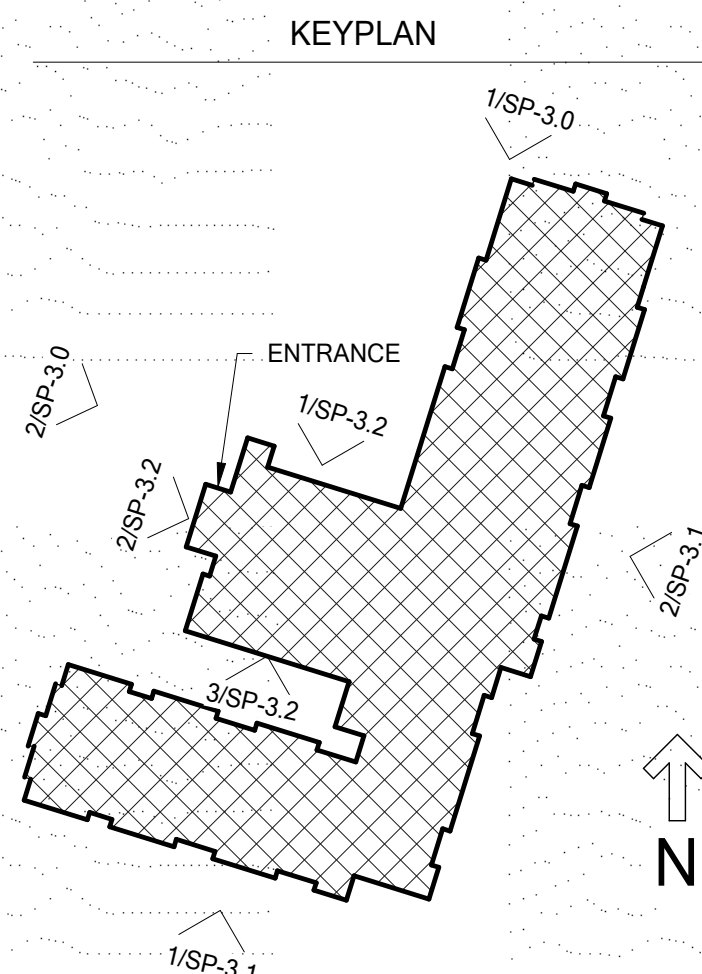
FACADE MATERIAL ANALYSIS FOR GATE HOUSE WEST ELEVATION INCLUDED IN WEST BUILDING ELEVATION.
GATE HOUSE WEST ELEVATION PROVIDED FOR CLARITY OF DESIGN INTENT.



1 GATE HOUSE - NORTH ELEVATION - ENTRANCE

SP-3.2 1/8" = 1'-0"

FACADE MATERIAL ANALYSIS FOR GATE HOUSE NORTH ELEVATION INCLUDED IN NORTH BUILDING ELEVATION.
GATE HOUSE NORTH ELEVATION PROVIDED FOR CLARITY OF DESIGN INTENT.



FACADE PLAN CITY NOTES

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- ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE RE-APPROVAL BY THE TOWN OF PROSPER.

EXTERIOR ELEV. KEYNOTES

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- 2 BRAND ACCENT LIGHT
- 3 HOLLOW METAL DOOR & FRAME AS PER SCHEDULE
- 4 AUTOMATIC ENTRANCE DOOR
- 5 STORE FRONT DOOR AS SCHEDULED
- 6 MECHANICAL EXTERIOR LOUVER, PTD TO MATCH ADJACENT WALL COLOR
- 7 LOW E GREY TINT GLAZING, DARK BRONZE STOREFRONT AS PER SCHEDULE
- 8 LOW E GREY TINT GLAZING, DARK BRONZE WINDOW AS PER SCHEDULE
- 9 BRICK CONTROL JOINT, TYP
- 10 MECHANICAL EQUIPMENT SCREENING
- 11 EFIS CORNICE - ORNATE
- 11A EFIS CORNICE - SIMPLE
- 12 BRICK SOLDIER COURSE
- 13 CAST STONE SILL
- 14 BRICK SILL
- 15 SLOPED METAL SEAM ROOF
- 16 METAL TRELLIS
- 17 METAL PERGOLA
- 18 FABRIC AWNING
- 19 PROPOSED GAS METER
- 20 PROPOSED TRANSFORMER

EXTERIOR FINISH LEGEND

BRICK COLOR 1 (BR-1)	(BR-1)
BRICK COLOR 2 (BR-2)	(BR-2)
BRICK COLOR 3 (BR-3)	(BR-3)
STONE (ST)	(ST)
EIFS COLOR 1 (E-1)	(E-1)



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Engineer

RESIDENCE INN BY MARRIOTT

LOTS 15&16 WESTSIDE
ADDITION, US 380/FM 1385,
PROSPER, TX

Residence INN
BY MARRIOTT

ALPHA3
HOTELS

ALPHA3 HOTELS

1700 PACIFIC SUITE 1850
DALLAS TX 75201

Revisions:

1 No
2

LANDOWNER:
ALPHA3 HOTEL
CONTACT: PERRY MOLUBHOY
1700 PACIFIC SUITE 1850
DALLAS, TX 75201
PHONE: 972.416.9900

APPLICANT FOR LANDOWNER:
MAYSE & ASSOCIATES
CONTACT: RON SMITH
CONTACT: JESSICA MAREK
14881 QUORUM DR SUITE 800
DALLAS TX, 75254
PHONE: 972.386.0338

SUBDIVISION/DEVELOPMENT:
LOT 15&16, BLOCK A OF
WESTSIDE ADDITION,
AN ADDITION TO THE TOWN OF
PROSPER, DENTON COUNTY,
TEXAS

TOWN PROJECT NUMBER:
D22-0086

date
10/18/2022

job no.
21122

sheet title
FACADE PLAN - HOTEL

sheet no.

SP-3.2

E

D

C

B

A

FACADE SURFACE AREA ANALYSIS

NORTH ELEVATION

	AREA	%
TOTAL SURFACE AREA	1,560 SF +/-	100%
TOTAL GLAZING SURFACE AREA	520 SF +/-	33%
WINDOWSTOREFRONT SURFACE AREA	520 SF +/-	100%
METAL DOOR SURFACE AREA	0 SF +/-	0%
NET SURFACE AREA	1,040 SF +/-	67%

SOUTH ELEVATION

TOTAL SURFACE AREA	1,560 SF +/-	100%
TOTAL GLAZING SURFACE AREA	520 SF +/-	33%
WINDOWSTOREFRONT SURFACE AREA	520 SF +/-	100%
METAL DOOR SURFACE AREA	0 SF +/-	0%
NET SURFACE AREA	1,040 SF +/-	67%

EAST ELEVATION

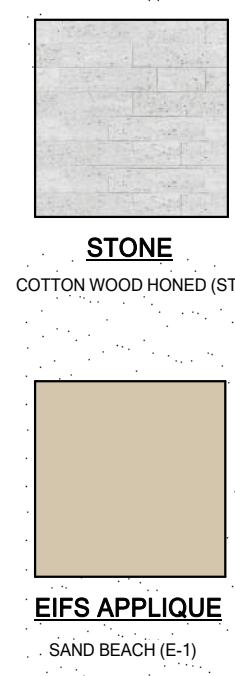
TOTAL SURFACE AREA	4,540 SF +/-	100%
TOTAL GLAZING SURFACE AREA	1655 SF +/-	36%
WINDOWSTOREFRONT SURFACE AREA	1634 SF +/-	98%
METAL DOOR SURFACE AREA	21 SF +/-	2%
NET SURFACE AREA	2,885 SF +/-	64%

WEST ELEVATION

TOTAL SURFACE AREA	4,540 SF +/-	100%
TOTAL GLAZING SURFACE AREA	588 SF +/-	13%
WINDOWSTOREFRONT SURFACE AREA	420 SF +/-	71%
METAL DOOR SURFACE AREA	168 SF +/-	29%
NET SURFACE AREA	3,932 SF +/-	87%

FACADE MATERIAL ANALYSIS

MATERIAL TABLE



NORTH ELEVATION

MATERIAL	AREA	%
STONE	290 SF +/-	28%
BRICK COLOR 1	670 SF +/-	64%
BRICK COLOR 2	0 SF +/-	0%
BRICK COLOR 3	0 SF +/-	0%
EIFS COLOR 1	80 SF +/-	8%
TOTAL	1,040 SF +/-	100%

SOUTH ELEVATION

STONE	290 SF +/-	28%
BRICK COLOR 1	670 SF +/-	64%
BRICK COLOR 2	0 SF +/-	0%
BRICK COLOR 3	0 SF +/-	0%
EIFS COLOR 1	80 SF +/-	8%
TOTAL	1,040 SF +/-	100%

EAST ELEVATION

STONE	830 SF +/-	29%
BRICK COLOR 1	810 SF +/-	28%
BRICK COLOR 2	485 SF +/-	16%
BRICK COLOR 3	560 SF +/-	20%
EIFS COLOR 1	200 SF +/-	7%
TOTAL	2,885 SF +/-	100%

WEST ELEVATION

STONE	830 SF +/-	21%
BRICK COLOR 1	1,107 SF +/-	28%
BRICK COLOR 2	1,010 SF +/-	26%
BRICK COLOR 3	720 SF +/-	18%
EIFS COLOR 1	285 SF +/-	7%
TOTAL	3,952 SF +/-	100%

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Engineer

RESIDENCE INN BY MARIOTT

LOTS 15&16 WESTSIDE
ADDITION, US 380/FM 1385,
PROSPER, TX

Residence INN
BY MARIOTT

ALPHA3
HOTELS

ALPHA3 HOTELS

1700 PACIFIC SUITE 1850
DALLAS TX 75201

Revisions:

1 No
2

LANDOWNER:
ALPHA3 HOTEL
CONTACT: PERRY MOLUBHOY
1700 PACIFIC SUITE 1850
DALLAS, TX 75201
PHONE: 972.416.9900

APPLICANT FOR LANDOWNER:

MAYSE & ASSOCIATES
CONTACT: RON SMITH
CONTACT: JESSICA MAREK
14881 QUORUM DR SUITE 800
DALLAS TX, 75254
PHONE: 972.386.0338

SUBDIVISION/DEVELOPMENT:
LOT 15&16, BLOCK A OF
WESTSIDE ADDITION,
AN ADDITION TO THE TOWN OF
PROSPER, DENTON COUNTY,
TEXAS

TOWN PROJECT NUMBER:
D22-0086

date
10/18/2022

Job no. 21122

sheet title
FACADE PLAN - RETAIL

sheet no.

SP-3.3

EXTERIOR FINISH LEGEND

- BRICK COLOR 1 (BR-1) (BR-1)
- BRICK COLOR 2 (BR-2) (BR-2)
- BRICK COLOR 3 (BR-3) (BR-3)
- STONE (ST) (ST)
- EIFS COLOR 1 (E-1) (E-1)

A 4'X4' BUILDING MATERIAL MOCK UP BOARD WILL BE CONSTRUCTED AT WORK SITE FOR INSPECTION BY PLANNING DIVISION PRIOR TO VERTICAL CONSTRUCTION.

RENDERS



EFIS FORMS

- (E-1) EFIS BANDS (FANCY/REGULAR)
COLOR: SW 7529 SAND BEACH
SIZE: REFER TO DETAILS
MANF: PAREX SYSTEM INC

SW 7529
Sand Beach
Interior / Exterior
Location Number: 285-C1

METAL

- (MT) METAL PERGOLA, METAL TRELLIS,
METAL SEAM ROO, HAVC
SCREENS, METAL FENCES, ETC

COLOR: DARK BRONZE
MANF: REFER TO SPECIFIC
MANUFACTURER FOR EACH ITEM



PAINT

- (PT1) PAINT - MATCH TO ST/E-1
COLOR: SW 7529 SAND BEACH
MANF: SHERWIN WILLIAMS

SW 7529
Sand Beach
Interior / Exterior
Location Number: 285-C1

- (PT2) PAINT - MATCH TO BR-1
COLOR: SW 7602 INDIGO BATIK
MANF: SHERWIN WILLIAMS

SW 7602
Indigo Batik
Interior / Exterior
Location Number: 224-C7

- (PT3) PAINT - MATCH TO BR-2
COLOR: SW 6048 TERRA BRUN
MANF: SHERWIN WILLIAMS

SW 6048
Terra Brun
Interior / Exterior
Location Number: 193-C7

- (PT4) PAINT - MATCH TO BR-3
COLOR: SW 7104 COTTON WHITE
MANF: SHERWIN WILLIAMS

SW 7104
Cotton White
Interior / Exterior
Location Number: 265-C1

- (PT5) PAINT - MATCH TO BR-3
COLOR: SW 7048 URBANE
BRONZE
MANF: SHERWIN WILLIAMS

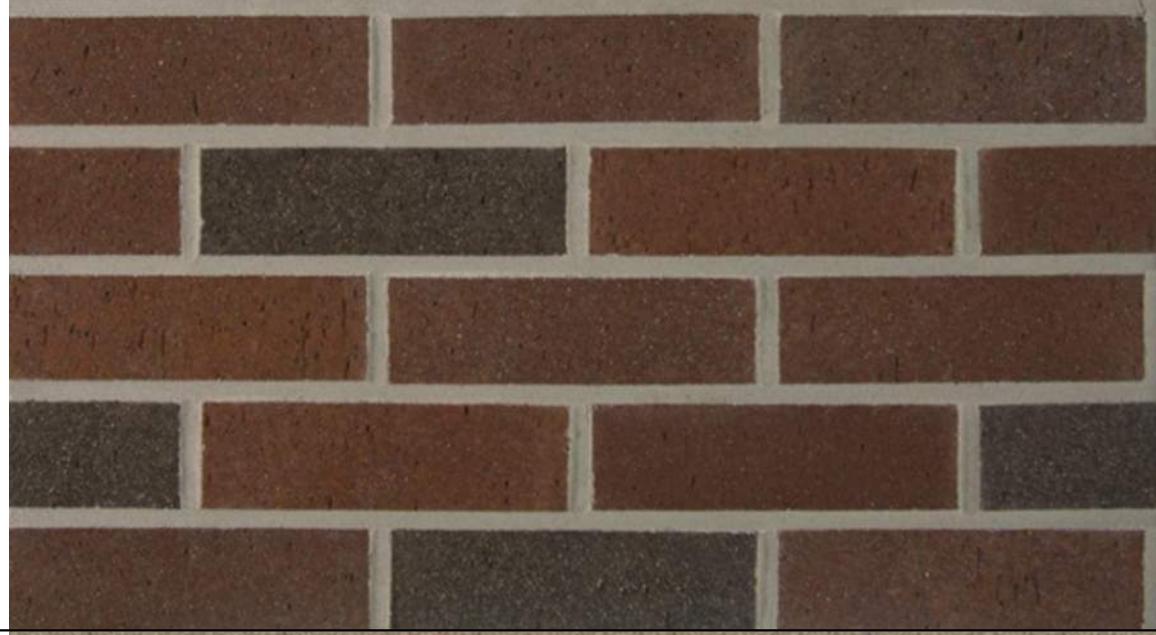
SW 7048
Urbane Bronze
Interior / Exterior
Location Number: 245-C7

THIN BRICK

- (BR-1) THIN BRICK VENEER
PATTERN: RUNNING BOND
COLOR: MAGANESE IRONSPOT
SIZE: MODULAR BRICK
MANF: BLACKSON BRICK
CONTACT BRAE BARTON 817-874-3194



- (BR-2) THIN BRICK VENEER
PATTERN: RUNNING BOND
COLOR: AUTUMN SANDS
SIZE: MODULAR BRICK
MANF: BLACKSON BRICK
CONTACT BRAE BARTON 817-874-3194

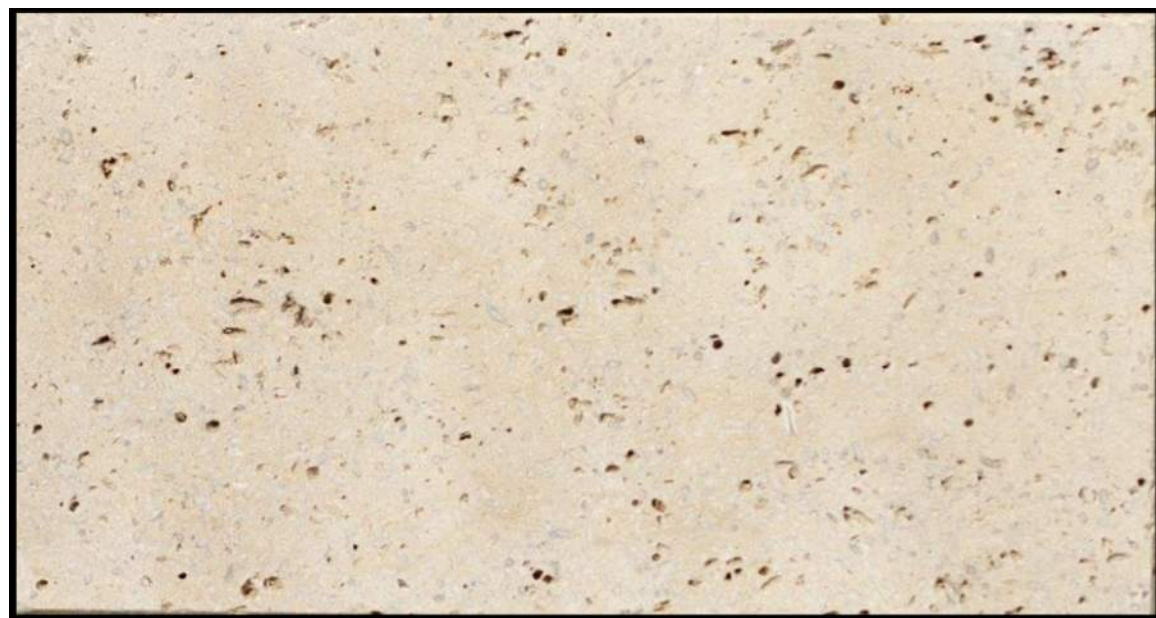


- (BR-3) THIN BRICK VENEER
PATTERN: STACKED BOND
COLOR: ARTIC WHITE
SIZE: MODULAR BRICK
MANF: BLACKSON BRICK
CONTACT BRAE BARTON 817-874-3194



STONE

- (ST) THIN STONE VENEER
PATTERN: RUNNING BOND
COLOR: COTTONWOOD HONED
SIZE: 1'X2"
MANF: BLACKSON BRICK
CONTACT BRAE BARTON 817-874-3194



CAST STONE SILL
COLOR: COTTONWOOD HONED (OR
CLOSEST MATCHING)
SIZE: 6" TALL, REFER TO
DETAILS/ELEVATIONS FOR WIDTH
MANF: ADVANCED CAST STONE

SEAL:

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Engineer
..

RESIDENCE INN BY MARRIOTT

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Residence INN BY MARRIOTT

ALPHA3 HOTELS

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Revisions:

1 # No
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LANDOWNER:

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CONTACT: PERRY MOLUBHOY
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APPLICANT FOR LANDOWNER:

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SUBDIVISION/DEVELOPMENT:

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AN ADDITION TO THE TOWN OF
PROSPER, DENTON COUNTY,
TEXAS

TOWN PROJECT NUMBER:
D22-0086

date
10/18/2022

A job no. 21122

sheet title
DIGITAL SAMPLE BOARD

sheet no.

SP-3.5



TOWN COUNCIL

To: Mayor and Town Council

From: Terrence S. Welch, Town Attorney

Through: Bob Scott, Executive Director of Administrative Services

Re: Town Council Meeting – January 10, 2023

Agenda Item:

Consider and act upon appointing Bob Scott as the Interim Town Manager until such time as a new Town Manager begins employment with the Town; terminate the service provider agreement with Purefoy & Patterson, LLC, effective January 10, 2023; and to ratify any actions taken by Mr. Scott as Interim Town Manager prior to the date of appointment.

Description of Agenda Item:

In the summer of 2022, the Town entered into an Interim Town Manager Agreement with Ron K. Patterson as a service provider for Purefoy & Patterson, LLC. It was the general understanding of the parties that Mr. Patterson would provide such interim town manager services until January 2023. It is anticipated that the Town Council will appoint a new Town Manager on January 10, 2023, and this item would authorize current Executive Director of Administrative Services Bob Scott to serve as Interim Town Manager until the date the new Town Manager begins employment with the Town of Prosper. Due to the appointment of Mr. Scott as Interim Town Manager, the service provider agreement with Purefoy & Patterson, LLC, is being terminated effective January 10, 2023.

It is also requested that the Town Council ratify any actions that may have been taken by Bob Scott as Interim Town Manager prior to the date of his appointment.

Town Staff Recommendation:

Town staff recommends the Town Council appoint Executive Director of Administrative Services Bob Scott as the Interim Town Manager until such time as a new Town Manager begins employment with the Town; terminate the service provider agreement with Purefoy & Patterson, LLC, effective January 10, 2023; and ratify any actions that may have been taken by Mr. Scott as Interim Town Manager prior to the date of his appointment.

Proposed Motion:

I move to appoint Executive Director of Administrative Services Bob Scott as the Interim Town Manager until such time as a new Town Manager begins employment with the Town; terminate the service provider agreement with Purefoy & Patterson, LLC, effective January 10, 2023; and to ratify any actions taken by Mr. Scott as Interim Town Manager prior to the date of appointment.



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Ron K. Patterson, Interim Town Manager
Chuck Ewings, Executive Director of Development and Infrastructure Services

Re: Zoning MQ Prosper North

Town Council Meeting – January 10, 2023

Agenda Item:

Conduct a public hearing and consider and act upon a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane. (Z21-0003). This is a companion case to CA21-0001. (Request to be tabled)

Description of Agenda Item:

At the October 11, 2022, Town Council meeting, this item was tabled to the January 10, 2023, Town Council meeting. The applicant has requested this item be tabled to the February 14, 2023, Town Council meeting to allow additional time to finalize the request.

Town Staff Recommendation:

Town staff recommends that the Town Council table the request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane, and continue the public hearing to the February 14, 2023, Town Council meeting.

Proposed Motion:

I move to table the request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane, and continue the public hearing to the February 14, 2023, Town Council meeting.



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Ron K. Patterson, Interim Town Manager
Chuck Ewings, Executive Director of Development and Infrastructure Services

Re: Comprehensive Plan Amendment MQ Prosper North
Town Council Meeting – January 10, 2023

Agenda Item:

Conduct a public hearing and consider and act upon a request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located on the east side of Preston Road, north of St. Peter Lane. (CA21-0001) This is a companion case to Z21-0003. (Request to be tabled)

Description of Agenda Item:

At the October 11, 2022, Town Council meeting, this item was tabled to the January 10, 2023, Town Council meeting. The applicant has requested this item be tabled to the February 14, 2023, Town Council meeting to allow additional time to finalize the request.

Town Staff Recommendation:

Town staff recommends that the Town Council table the request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located on the east side of Preston Road, north of St. Peter Lane, and continue the public hearing to the February 14, 2023, Town Council meeting.

Proposed Motion:

I move to table the request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located on the east side of Preston Road, north of St. Peter Lane, and continue the public hearing to the February 14, 2023, Town Council meeting.



PLANNING

To: Mayor and Town Council

From: David Soto, Planning Manager

Through: Ron K. Patterson, Interim Town Manager
Chuck Ewings, Executive Director of Development and Infrastructure Services

Re: Notice of Appeal

Town Council Meeting – January 10, 2023

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans and Preliminary Site Plans, including Broadway Retail Phase 2, Westside Lots 15 & 16, Victory at Frontier Lot 7, Legacy Intuitive Health, Rock Creek Church, and Prosper Fire Station #4.

Description of Agenda Item:

Attached are the site plans that were acted on by the Planning & Zoning Commission at their December 6, 2022, meeting. Per the Zoning Ordinance, the Town Council has the ability to direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Site Plans and Preliminary Site Plans acted on by the Planning & Zoning Commission.

Attachments:

1. Broadway Retail Phase 2 Site Plan
2. Westside Lots 15 & 16 Site Plan
3. Victory at Frontier Lot 7 Site Plan
4. Legacy Intuitive Health Site Plan
5. Rock Creek Church Site Plan
6. Prosper Fire Station #4 Site Plan

Planning & Zoning Recommendations:

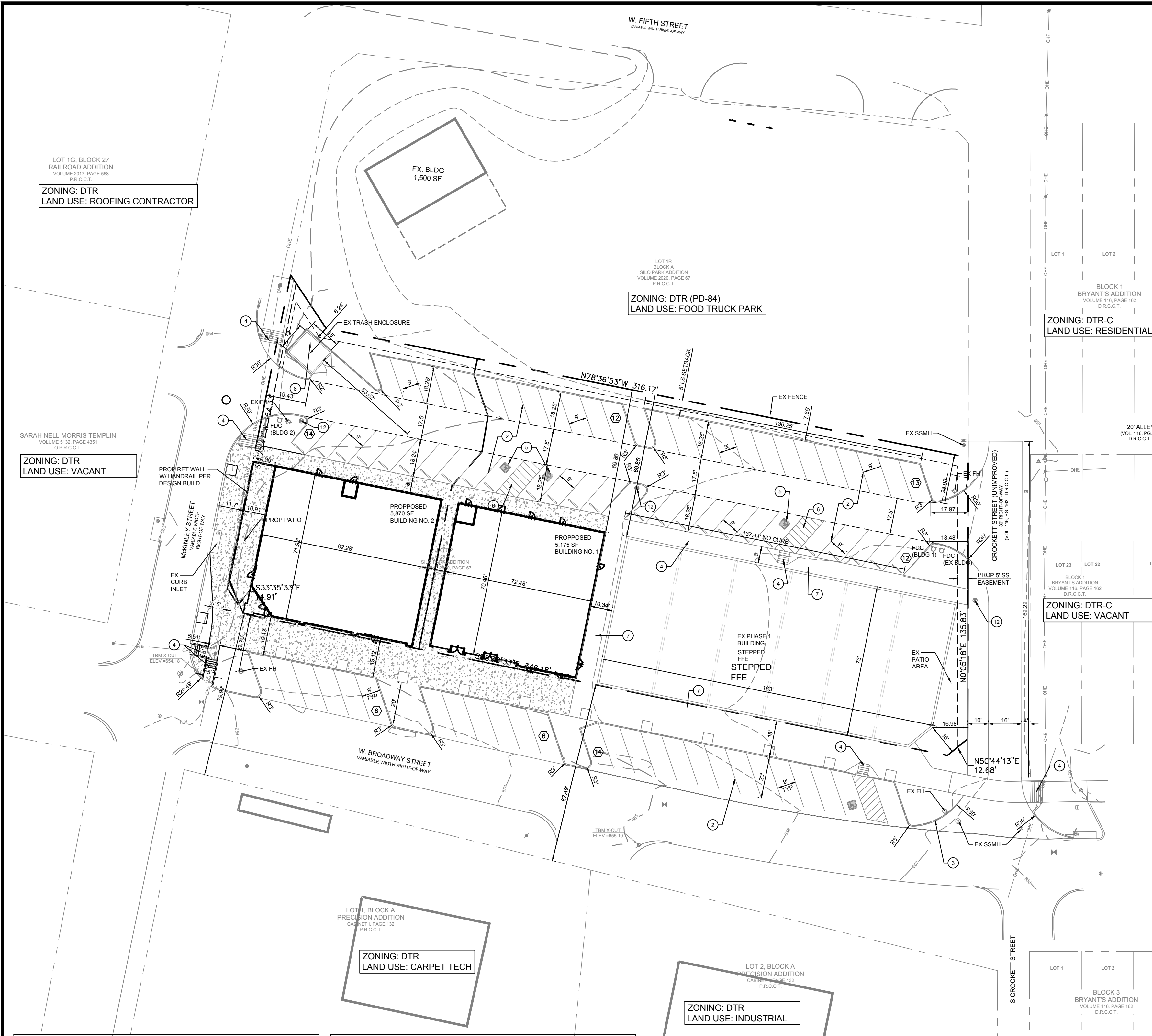
At their December 6, 2022, meeting, the Planning & Zoning Commission approved the following items:

1. Broadway Retail Phase 2 Site Plan (Approved)
2. Westside Lots 15 & 16 Site Plan (Approved)
3. Victory at Frontier Lot 7 Site Plan (Approved)
4. Legacy Intuitive Health Site Plan (Approved)
5. Rock Creek Church Site Plan (Approved)
6. Prosper Fire Station #4 Site Plan (Approved)

Town Staff Recommendation:

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

REGIE SMITH
12/17/2022 3:47 PM
PLOT DATE:
Z:\PROJECTS\2021-056 BOREA BROADWAY RETAIL\CADD\SHEETS\PHASE 2\SP-1 SITE PLAN.DWG
11/14/2022 5:29 PM
LAST SAVED:



ZONING: DTR
LAND USE: ROOFING CONTRACTOR

ZONING: DTR (PD-84)
LAND USE: FOOD TRUCK PARK

ZONING: DTR-C
LAND USE: RESIDENTIAL

ZONING: DTR
LAND USE: VACANT

ZONING: DTR
LAND USE: CARPET TECH

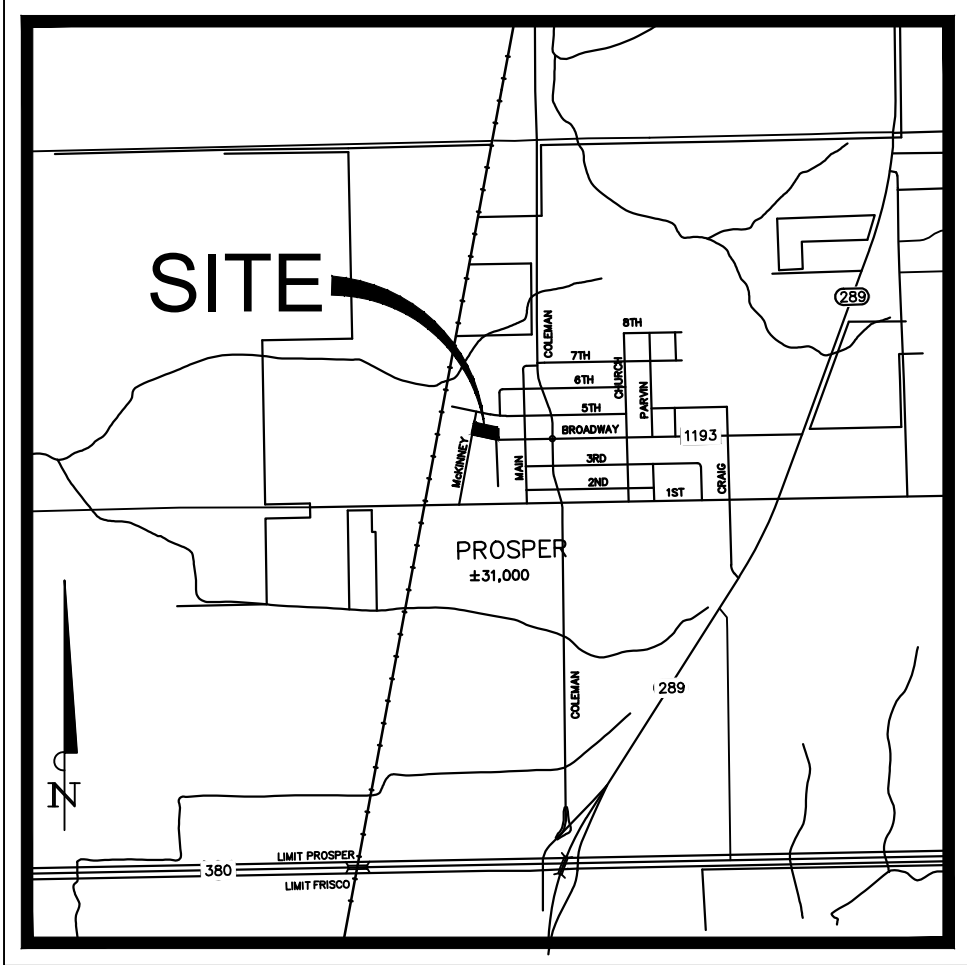
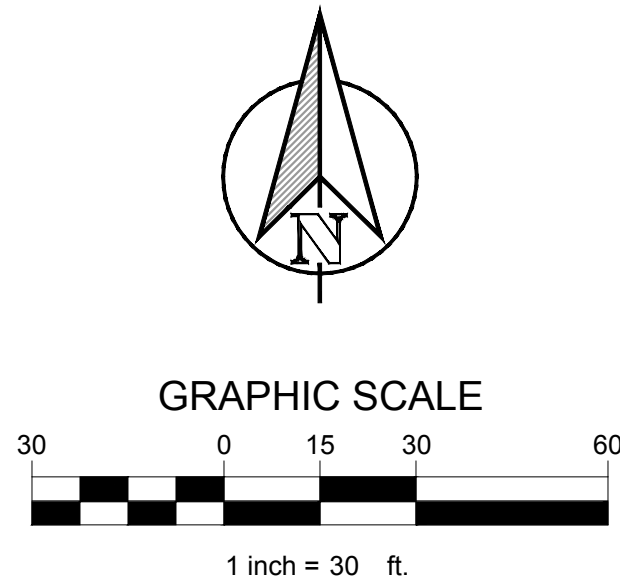
ZONING: DTR
LAND USE: INDUSTRIAL

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

SITE DATA SUMMARY

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.	
2	DTR	RETAIL (BLDG 1) RESTAURANT (BLDG 2)	1.16	50,527	RETAIL: 17,018 RESTAURANT: 5,870	1 STORY	50% MAX	45.3%	0.4:1 MAX	0.45	RETAIL: 1 / 250 SF RESTAURANT: 1 / 100 SF	68 59	77	4	4	47,143	93%	1155	3,110	3536.90	700	
TOTAL: 22,888											TOTAL:		127									
											NOTE: DTR ZONING ALLOWS FOR 50% REDUCTION IN PARKING		64									

- TOWN OF PROSPER SITE PLAN NOTES:
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED PER THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED PER THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
 - ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
 - OCCUPANT NOTIFICATION PER THIS SECTION AND 907.5 SHALL BE REQUIRED FOR ALL NEW CONSTRUCTION, OR EXISTING CONSTRUCTION COMPLYING WITH THE INTERNATIONAL BUILDING CODE, FOR RENOVATIONS TO EXISTING BUILDINGS, TENANT SPACES, CHANGES IN OCCUPANCY, REPLACEMENT OR MODIFICATION OF THE EXISTING FIRE ALARM SYSTEM, OR AS REQUIRED BY THE FIRE CODE OFFICIAL, FOR ALL BUILDINGS OR SPACES PROVIDED WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
 - TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
 - SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
 - FIRE LANES SHALL BE PROVIDED WITHIN 150 FEET OF ALL EXTERIOR WALLS OF ANY BUILDING FOR HOSE LAY REQUIREMENTS. AMENDMENT 503.1.1
 - THE FIRE LANE SHALL BE A MINIMUM OF 24 FEET WIDE. AMENDMENT 503.2.1
 - BUILDINGS MORE THAN 30 FEET IN HEIGHT ARE REQUIRED TO HAVE A MINIMUM OF A 26-FOOT WIDE FIRE LANE IN THE IMMEDIATE VICINITY FOR FIREFIGHTING OPERATIONS OF THE BUILDING. ONE OF THE 26-FOOT WIDE FIRE LANES SHALL BE LOCATED A MINIMUM OF 15 FEET FROM THE BUILDING AND NO MORE THAN 30 FEET. APPENDIX D105
 - THE INSIDE TURNING RADIUS OF THE 24-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
 - THE INSIDE TURNING RADIUS OF THE 26-FOOT FIRE LANE SHALL BE A MINIMUM OF 30 FEET. AMENDMENT 503.2.4
 - DEAD-END FIRE LANES ARE ONLY PERMITTED WITH APPROVED HAMMERHEADS.
 - FIRE HYDRANTS SHALL BE PROVIDED AT THE ENTRANCES AND INTERSECTIONS. AMENDMENT 507.5.1
 - AS PROPERTIES DEVELOP, FIRE HYDRANTS SHALL BE LOCATED AT ALL INTERSECTING STREETS AND THE MAXIMUM SPACING SHALL BE EVERY 300 FEET (300') FOR ALL DEVELOPMENTS, AND FACILITIES OTHER THAN R3, R-3 DEVELOPMENTS SHALL BE EVERY 500 FEET (500'). DISTANCES BETWEEN HYDRANTS SHALL BE MEASURED ALONG THE ROUTE THAT FIRE HOSE IS LAID BY A FIRE APPARATUS FROM HYDRANT-TO-HYDRANT, NOT AS THE "CROW FLIES." AMENDMENT 507.5.1
 - FIRE DEPARTMENT CONNECTION (FDC) FOR THE FIRE SPRINKLER SYSTEM SHALL BE LOCATED WITHIN 50 FEET OF A FIRE HYDRANT AND 50 FEET OF A FIRE LANE. 5" STORZ, 30-DEGREE DOWNWARD TURN WITH LOCKING CAP. AMENDMENT 507.5.1
 - FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1
 - THERE SHALL BE A MINIMUM OF TWO (2) FIRE HYDRANTS SERVING EACH PROPERTY WITHIN THE PRESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1
 - A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ABOVE. A CONTINUOUS ROW OF PARKING AND LANDSCAPING SHALL BE CONSIDERED A BARRIER. AMENDMENT 503.1.1
 - THE MAXIMUM DEAD- END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE CENTERLINE OF THE INTERSECTION STREET TO THE CENTER POINT OF THE RADIUS. AMENDMENT 503.1.5
 - ONE-AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS. AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE-AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET (511 M2) OR GREATER, DWELLINGS THREE (3) STORIES OR GREATER, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2
 - HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FAÇADE PLAN.
 - SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
 - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES DEPARTMENT.
 - SITE PLAN APPROVAL IS REQUIRED BEFORE THE GRADING RELEASE.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW PER THE ZONING ORDINANCE.
 - ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
 - IMPACT FEES WILL BE ASSESSED PER THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.



VICINITY MAP
N.T.S.

LEGEND	
	PROPOSED CONCRETE SIDEWALK
	PARKING COUNT

BENCHMARKS:
NO. 1
"X-CUT" AT THE CENTER OF CURB RETURN ON THE NORTHEAST CORNER OF E BROADWAY STREET AND MCKINLEY STREET.
ELEV: 654.18'

NO. 2
"X-CUT" AT THE CENTER OF THE EAST CURB RETURN LOCATED ON THE SOUTH SIDE OF E BROADWAY STREET APPROXIMATELY 230' EAST OF THE INTERSECTION OF E BROADWAY STREET AND MCKINLEY STREET
ELEV: 655.10'

CASE #: D22-0069

OWNER: BROWN & GRIFFIN REAL ESTATE ADVISORS, LP 1061 N. COLEMAN ST PROSPER, TX 75078 PH: CONTACT NAME: LUKE BROWN	
APPLICANT/ENGINEER: CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE, SUITE #406 BEDFORD, TX 76021 PH: 817.281.0572 CONTACT NAME: MATT MOORE	
SURVEYOR EAGLE SURVEYING, LLC 210 SOUTH ELM STREET, SUITE 104 DENTON, TX 76201 PH: 940.222.3009 CONTACT NAME: DAN RICK	
LEGAL DESCRIPTION: LOT 2, OF BLOCK A, LOTS 1R & 2 OF SILO PARK ADDITION, AN ADDITION TO THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2020, PAGE 67, PLAT RECORDS, COLLIN COUNTY, TEXAS.	
CITY: TOWN OF PROSPER	STATE: TEXAS
COUNTY: COLLIN	SURVEY: COLLIN COUNTY SCHOOL
ABSTRACT NO. 147	

TEXAS REGISTRATION #14199 Item 9
CLAYMOORE
ENGINEERING
1105 CHEEK SPARGER RD. SUITE #1
COLLEVILLE, TX 76034
PHONE: 817.281.0572
WWW.CLAYMOOREENG.COM

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING
CONSULTANTS
DREW DONOVSKY
Engineer: 12565 Date: 12/1/2022
P.E. No. 12565

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

NO.	DATE	REVISION	BY

SITE PLAN

DESIGN:	ASD
DRAWN:	RDS
CHECKED:	ASD
DATE:	06/01/2021
SHEET	
SP-1	
File No.	Page 54

Vicinity Map
NTS

LEGEND

- FIRELANE, ACCESS, DRAINAGE & UTILITY EASEMENT
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- EXISTING SS MANHOLE

All dimensions are to face of curb or edge of building unless otherwise noted.

All curb radii are 2' unless otherwise noted.

Note: 7% of net lot area is required to be provided as open space.

Site Data Summary Table - Lot 15&16, Block A

Lot 15			Lot 16
General Site Data			
Existing Zoning	PD-94-M		PD-94-M
Overlay District	US-380 Overlay		US-380 Overlay
Proposed Land Use	Retail / Restaurant		Hotel
Lot Area (SF)	53,425		122,087
Lot Area (Ac)	1.226		2.803
Building Footprint (SF)	12,152		27,974
Total Building Area (SF)	12,152 (1,800 SF Rest./10,352 SF Retail)		113,000
Building Height	1-Story 25 Max Ht.		4-Story 55, Max Ht.
Lot Coverage	23%		23%
Floor Area Ratio (FAR)	0.227-1		0.926-1
Parking			
Parking Ratio	Retail 1:250, Restaurant 1:100		75% Total of Rooms
Parking Required	71 Sp.		75 Sp. (10 Employees)
Parking Provided	60 (11 Sp. Shared with Lot 16)		114
Accessible Parking Required	3		5
Accessible Parking Provided	3		5
Landscape and Open Space			
Interior Landscape Area			
Required (8 sf per parking)	496		912
Interior Landscape Area Required	3,051		5,686
Open Space Required (7%)	3,627		8,659
Open Space Provided	3,759		14,922

*Per PD, Parking may be shared to meet the minimum for Lots 15 & 16.

AMENITIES	APPROX SQUARE FOOTAGE
01. HOTEL LOBBY/LOUNGE (GAME/TV ROOM)	855 SQ.FT. +/-
02. REGISTRATION DESK	165 SQ.FT. +/-
03. DINING AREA & PANTRY	937 SQ.FT. +/-
04. FITNESS CENTER @ 1ST FLOOR	846 SQ.FT. +/-
05. MEETING ROOM/BOARD ROOM @ 1ST FLOOR	342 SQ.FT. +/-
06. OUTDOOR POOL	3320 SQ.FT. +/-
07. FIRE PIT AND BBQ GRILL AREA	1460 SQ.FT. +/-
08. MINI GOLF PUTTING GREEN (SPORTS AREA)	1350 SQ.FT. +/-
09. DOG PARK (PLAY AREA)	1180 SQ.FT. +/-

- HOTEL PROVIDES ON SITE LAUNDRY FACILITIES FOR GUESTS. REFER TO ROOM 74
- ALL GUESTROOMS ARE EXCLUSIVELY ACCESSED VIA AN INTERIOR CORRIDOR
- ON SITE MANAGEMENT WILL BE PROVIDED 24 HOURS A DAY
- THE HOTEL PROVIDES THE FOLLOWING AMENITIES
 1. OUTDOOR POOL
 2. FITNESS CENTER
 3. MINI GOLF PUTTING GREEN (SPORTS COURT)
 4. LOUNGE AND DINING AREA (GAME/TV ROOM)
 5. SMALL BOARD ROOM
 6. DOG PARK (PLAY AREA)
 7. FIRE PIT AND BBQ GRILL AREA
- MAINTAINS THE REQUESTED AMOUNT OF OPEN SPACE PER ZONING ORDINANCE. REFER TO CIVIL
- DAILY HOUSEKEEPING FOR GUESTROOMS AND PUBLIC SPACES WILL BE PROVIDED
- GUESTROOM KITCHENS HAVE MICROWAVE, ELECTRIC STOVE TOP, FRIDGE, AND OVEN IN CERTAIN LAYOUTS
- BREAKFAST WILL BE PROVIDED DAILY IN THE PANTRY ROOM 66 IN A BUFFET STYLE

TOWN CASE NO. D22-0086

SITE PLAN

WESTSIDE ADDITION

Lot 15 & 16 Block A

IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS

J. HAYNES SURVEY ABSTRACT NO. 573

175,511 Sq. Ft./4.029 Acres

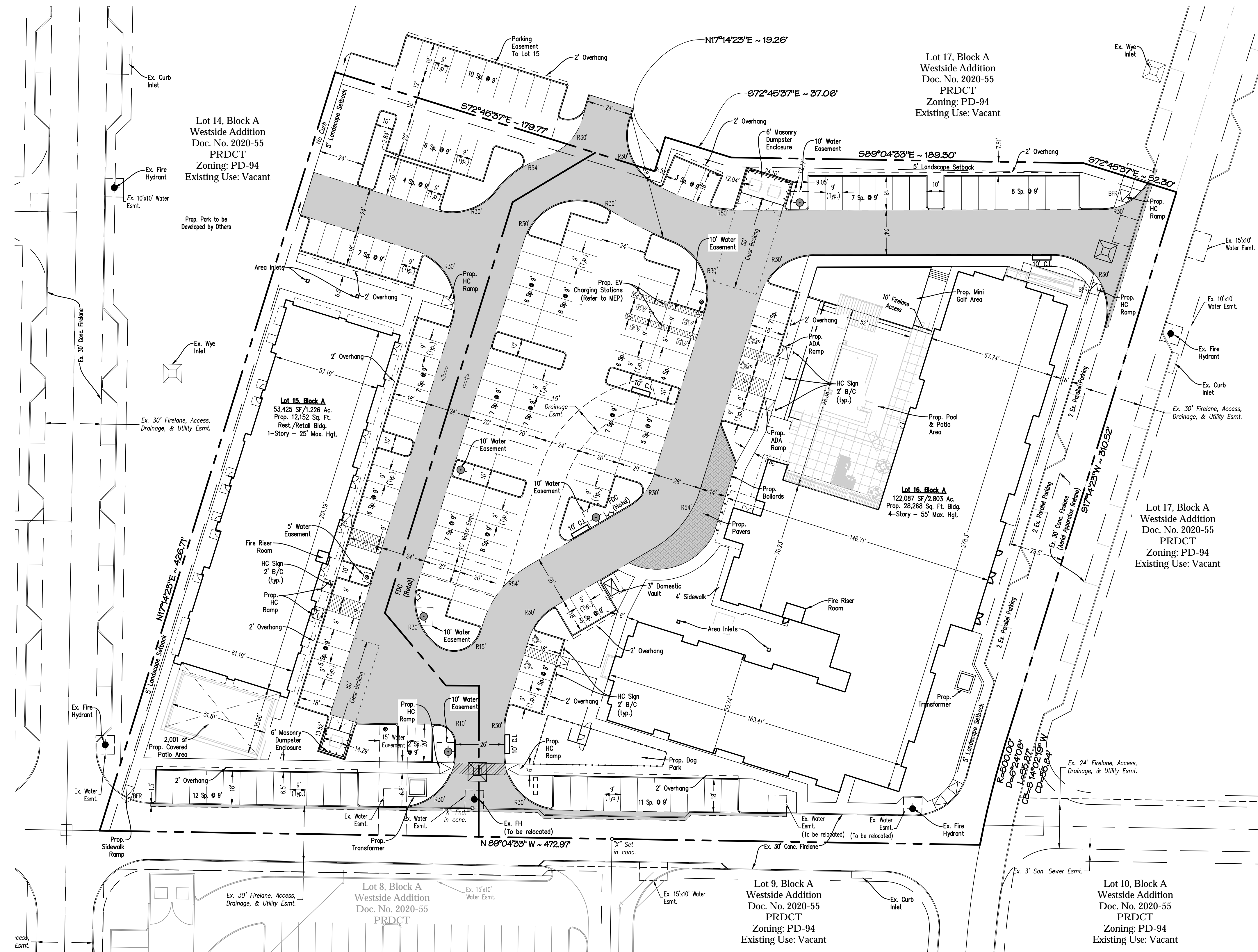
ENGINEER / SURVEYOR / APPLICANT

Spiors Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121
Contact: David J. Bond

OWNER/DEVELOPER

ALPHA3 PROSPER RI LLC
1601 Bryan St. Ste M210
Dallas, TX 75201
Telephone: (469) 886-8602
Contact: Perry Molubhoy

Sheet 1 of 1 Scale: 1"=30' Dec-22 SEI Job No. 22-022



Town of Prosper Site Plan Notes:

- 1) Dumpsters and trash compactors shall be screened per the Zoning Ordinance.
- 2) Open storage, where permitted, shall be screened per the Zoning Ordinance.
- 3) Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
- 4) Landscaping shall conform to landscape plans approved by the Town.
- 5) All elevations shall comply with the standards contained within the Zoning Ordinance.
- 6) Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
- 7) Occupant notification per this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings tenant spaces, changes in occupancy, replacement or modification of the existing fire alarm system, or as required by the Fire Code Official, for all buildings or spaces provided with an approved automatic sprinkler system.
- 8) Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
- 9) Two points of access shall be maintained for the property at all times.
- 10) Speed bumps/humps are not permitted within a fire lane.
- 11) Fire lanes shall be provided within 150 feet of all exterior walls of any building for hose lay requirements. Amendment 503.1.1
- 12) The fire lane shall be a minimum of 24 feet wide. Amendment 503.2.1
- 13) Buildings more than 30 feet in height are required to have a minimum of a 26-foot wide fire lane in the immediate vicinity for firefighting operations of the building. One of the 26-foot wide fire lanes shall be located a minimum of 15 feet from the building and no more than 30 feet. Appendix D105
- 14) The inside turning radius of the 24-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
- 15) The inside turning radius of the 26-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
- 16) Dead-end fire lanes are only permitted with approved hammerheads.
- 17) Fire hydrants shall be provided at the entrances and intersections. Amendment 507.5.1
- 18) As properties develop, fire hydrants shall be located at all intersecting streets and the maximum spacing shall be every 300 feet (300') for all developments, and facilities other than R3, R-3 developments shall be every 500 feet (500'). Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from hydrant-to-hydrant, not as the "crow flies" Amendment 507.5.1

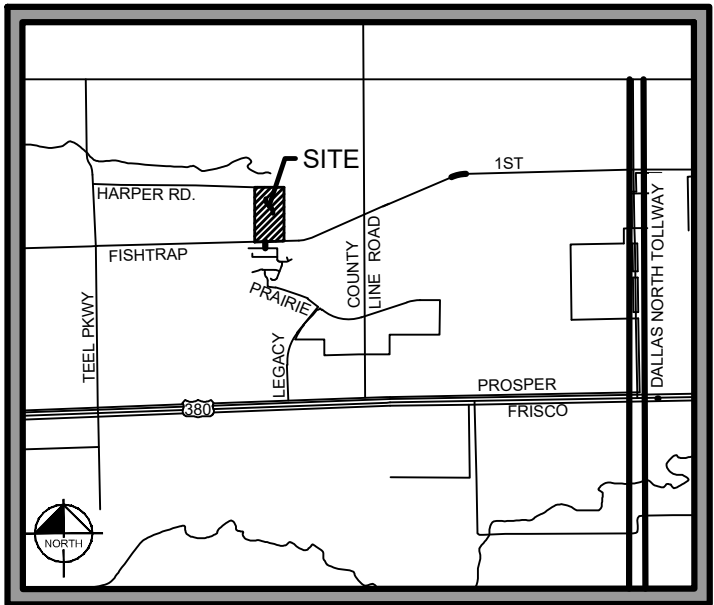
- 19) Fire department connection (FDC) for the fire sprinkler system shall be located within 50 feet of a fire hydrant and 50 feet of a fire lane. 5" Storz, 30-degree downward turn with locking cap. Amendment 507.5.1
- 20) Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire lane and shall not be located in the bulb of a cul-de-sac. Amendment 507.5.1
- 21) There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Amendment 507.5.1
- 22) A minimum 10-foot unobstructed width shall be provided around a building for adequate Fire Department access. A continuous row of parking and landscaping shall be considered a barrier. Amendment 503.1.1
- 23) The maximum dead-end and cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersection street to the center point of the radius. Amendment 503.1.5
- 24) One- and two-family dwellings automatic fire systems. Automatic fire protection systems per NFPA 13D or NFPA 13R shall be provided in all one- and two-family dwellings with a conditioned floor area of 5,500 square feet (511 m2) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty-five feet (35') from grade. IRC-2015 Amendment R313.2
- 25) 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.
- 26) All signage is subject to Building Official approval.
- 27) All fences and retaining walls shall be shown on the Site Plan and are subject to Building Official approval.
- 28) All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- 29) Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets and barrier-free ramps at all curb crossings shall be provided per Town Standards.
- 30) Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Services Department.
- 31) Site Plan Approval is required before the grading release.
- 32) All new electrical lines shall be installed and/or relocated underground.
- 33) All mechanical equipment shall be screened from public view per the Zoning Ordinance.
- 34) All landscape easements must be exclusive of any other type of easement.
- 35) Impact fees will be assessed per the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
- 36) The approval of a Site Plan shall be effective for eighteen (18) months from the date of approval by the Planning & Zoning Commission, at the end of which time the applicant must have submitted and received the approval of engineering plans and building permits. If the engineering plans and building permits are not approved, the Site Plan approval, together with any preliminary Site Plan for the property, is null and void.

C3.0

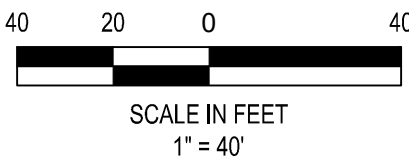
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SITE INFORMATION	
LAND AREA:	14.9 AC (650,600 S.F.)
CURRENT ZONING:	AGRICULTURAL
EXISTING USE:	CHURCH
PROPOSED USE:	CHURCH
BUILDING AREA:	± 24,600 S.F.
BUILDING HEIGHT:	24'-11"
LOT COVERAGE:	24,600 = .037 -> 4%
HANDICAP PARKING REQUIRED, INCLUDING VAN ACCESSIBLE	7
HANDICAP PARKING PROVIDED, INCLUDING VAN ACCESSIBLE	8
FLOOR AREA RATIO	24,600 = .037 -> 4%
BUILDING REQUIRED PARKING:	1/3 AUDITORIUM SEATS = 477 SEATS/3 = 159
BUILDING PARKING PROVIDED:	262
INTERIOR LANDSCAPE AREA REQUIRED:	7% OF TOTAL SITE = 45,542 S.F. (1.05 AC.)
INTERIOR LANDSCAPE AREA PROVIDED	91,047.17 S.F. (2.09 AC.) = 14% OF TOTAL SITE
SQUARE FOOTAGE OF IMPERVIOUS SURFACE	152,860 S.F.
OPEN SPACE	307,830 S.F.

- SITE PLAN NOTES
- Any revision to this plan will require town approval and will require revisions to any corresponding plans to avoid conflicts between plans.
- Dumpsters and trash compactors shall be screened per the Zoning Ordinance.
 - Open storage, where permitted, shall be screened per the Zoning Ordinance.
 - Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
 - Landscaping shall conform to landscape plans approved by the Town.
 - All elevations shall comply with the standards contained within the Zoning Ordinance.
 - Buildings of 5,000 square feet or greater shall be 100% fire sprinkled. Alternative fire protection measures may be approved by the Fire Department.
 - Occupant notification per this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement or modification of the existing fire alarm system, or as required by the Fire Code Official, for all buildings or spaces provided with an approved automatic sprinkler system.
 - Fire lanes shall be designed and constructed per Town Standards or as directed by the Fire Department.
 - Two points of access shall be maintained for the property at all times.
 - Speed bumps/humps are not permitted within a fire lane.
 - Fire lanes shall be provided within 150 feet of all exterior walls of any building for hose lay requirements. Amendment 503.1.1
 - The fire lane shall be a minimum of 24 feet wide. Amendment 503.2.1
 - Buildings more than 30 feet in height are required to have a minimum of a 26-foot wide fire lane in the immediate vicinity for firefighting operations of the building. One of the 26-foot wide fire lanes shall be located a minimum of 15 feet from the building and no more than 30 feet. Appendix D105
 - The inside turning radius of the 24-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
 - The inside turning radius of the 26-foot fire lane shall be a minimum of 30 feet. Amendment 503.2.4
 - Dead-end fire lanes are only permitted with approved hammerheads.
 - Fire hydrants shall be provided at the entrances and intersections. Landscape around the Fire Hydrant shall be no higher than 12 inches at the mature height. Amendment 507.5.1
 - As properties develop, fire hydrants shall be located at all intersecting streets and the maximum spacing shall be every 300 feet (30') for all developments, and facilities other R3, R-3 developments shall be every 500 feet (500'). Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from hydrant-to-hydrant, not as the "crow flies." Amendment 507.5.1
 - Fire department connection (FDC) for the fire sprinkler system shall be located within 50 feet of a fire hydrant and 50 feet of a fire lane. 5" Storz, 30-degree downward turn with locking cap. Amendment 507.5.1
 - Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire lane and shall not be located in the bulb of a cul-de-sac. Amendment 507.5.1
 - There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Amendment 507.5.1
 - A minimum 10-foot unobstructed width shall be provided around a building for adequate Fire Department access. A continuous row of parking and landscaping shall be considered a barrier. Amendment 503.1.1
 - The maximum dead-end cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersection street to the center point of the radius. Amendment 503.1.5
 - One-and two-family dwellings automatic fire systems. Automatic fire protection systems per NFPA 13D or NFPA 13R shall be provided in all one-and two-family dwellings with a conditioned floor area of 5,500 square feet (511 m2) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty-five feet (35') from grade. IRC-2015 Amendment R313.2
 - Handicapped parking area and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted building code.
 - All signage is subject to Building Official approval.
 - All fences and retaining walls shall be shown on the Site Planned are subject to Building official approval.
 - All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
 - Sidewalks of not less than six (6) feet in width along thoroughfares and collectors and five (5) feet in width along residential streets and barrier-free ramps at all curb crossings shall be provided per Town Standards.
 - Approval of the Site Plan is not final until all engineering plans are approved by the Engineering Services Departments.
 - Site Plan Approval is required before the grading release.
 - All new electrical lines shall be installed and/or relocated underground.
 - All mechanical equipment shall be screened from public view per the Zoning ordinance.
 - All landscape easements must be exclusive of any other type of easement.
 - Impact fees will be assessed per the land use classification(s) identified on the Site Data Summary Table; however, changes to the proposed land use at the time of CO and/or finish-out permit may result in additional impact fees and/or parking requirements.
 - The approval of a Site Plan shall be effective for a period of 18 months 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 18 month 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
 - The Town currently contracts with CWD for waste disposal services. They may be contacted at 972-392-9300
 - 7% of net lot area is required to be provided as open space. The following shall not included: vehicular paving , required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks, and detention ponds.

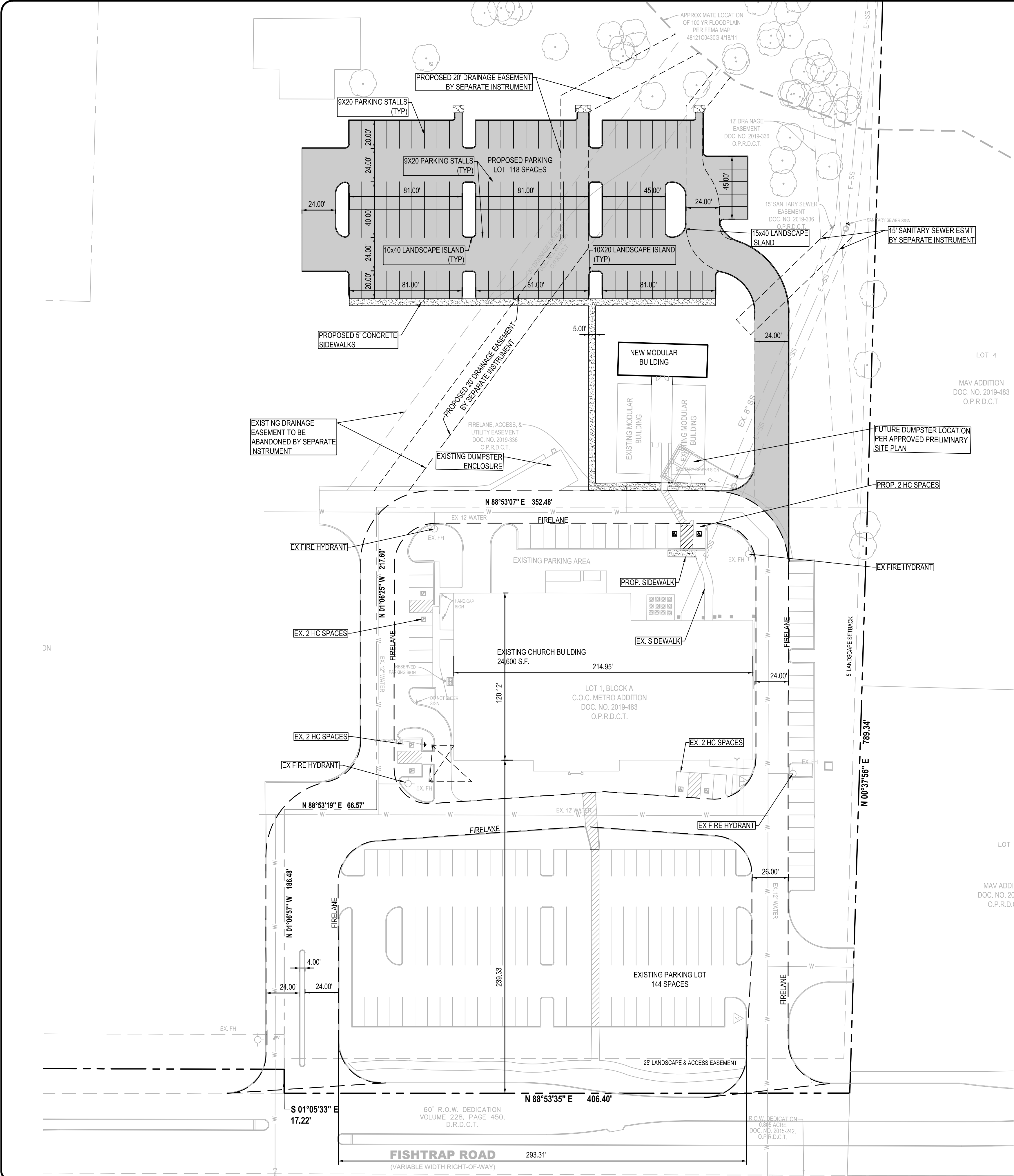


VICINITY MAP
NOT TO SCALE



TOWN PROJECT NUMBER: D22-0100

NOT FOR CONSTRUCTION



LEGEND	
---	PROPERTY LINE
- - -	EX. PROPERTY LINE
◇	EX. FIRE HYDRANT
•	PROP. FIRE HYDRANT
[Pattern]	PROP. SIDEWALK
[Pattern]	PROP. CONCRETE PAVEMENT

no.	revision	by	date		



teague nall and perkins, inc
825 Watters Creek Blvd., Suite M300
Allen, Texas 75013
214.461.9867 ph 214.461.9864 fx
www.tnppinc.com
TBPES: ENGR F-230; SURV 10011600, 10011601, 1019438
GBPE: PEF007431; TBAE: BR 2673

STATE OF TEXAS
CAMERON A. SLOWIN
106317
LICENSED PROFESSIONAL ENGINEER
11/30/2022

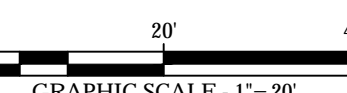
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1"=40'
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N/A
NOV 2022

ROCK CREEK CHURCH
2860 FISHTRAP RD
PROSPER, TX. 75078
(469)815-5253

TOWN OF PROSPER, TEXAS
Improvements for
ROCK CREEK CHURCH - PARKING LOT ADDITION
PHASE 2 SITE PLAN

tnp project
GOF22305
sheet
06
of
24
Page 58

(CALLED 100' PUBLIC RIGHT-OF-WAY)



- 20) FIRE HYDRANTS SHALL BE LOCATED 2 FOOT (2') TO 6 FOOT (6') BACK FROM THE CURB OR FIRE LANE AND SHALL NOT BE LOCATED IN THE BULB OF A CUL-DE-SAC. AMENDMENT 507.5.1
- 21) A MINIMUM OF TWO (2) FIRE HYDRANTS SHALL BE LOCATED ON EACH PROPERTY WITHIN THE DESCRIBED DISTANCES LISTED ABOVE. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED ON EACH LOT. AMENDMENT 507.5.1
- 22) A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH SHALL BE PROVIDED AROUND A BUILDING FOR ADEQUATE FIRE DEPARTMENT ACCESS. CONTIGUOUS LOT BUILDINGS SHALL BE SEPARATED BY A MINIMUM 10-FOOT UNOBSTRUCTED WIDTH. AMENDMENT 503.1.1
- 23) THE MAXIMUM DEAD-END CUL-DE-SAC LENGTH SHALL NOT EXCEED SIX HUNDRED FEET (600') AS MEASURED FROM THE LOT LINE TO THE END OF THE CUL-DE-SAC. AMENDMENT 503.1.1
- 24) ONE- AND TWO-FAMILY DWELLINGS AUTOMATIC FIRE SYSTEMS, AUTOMATIC FIRE PROTECTION SYSTEMS PER NFPA 13D OR NFPA 13R SHALL BE PROVIDED IN ALL ONE- AND TWO-FAMILY DWELLINGS WITH A CONDITIONED FLOOR AREA OF 5,500 SQUARE FEET AND WITH 402 OR MORE SQUARE FEET OF CEILING AREA, OR DWELLINGS WITH ROOF HEIGHTS EXCEEDING THIRTY-FIVE FEET (35') FROM GRADE. IRC-2015 AMENDMENT R313.2
- 25) HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND THE 2010 INTERNATIONAL BUILDING CODE (IBC) AS ADOPTED BY THE TOWN OF BARNSTABLE.
- 26) ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- 27) ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL. EXTERIOR LIGHTING SHALL BE SHOWN ON THE SITE PLAN AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
- 28) THE LOT WIDTH OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) FEET IN WIDTH ALONG RESIDENTIAL STREETS AND BARRIER-FREE RAMPS AT ALL CURB CROSSEINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- 30) APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING SERVICES.
- 31) SITE PLAN APPROVAL IS REQUIRED BEFORE THE GRADING RELEASE.
- 32) ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- 33) ALL EXISTING ELECTRICAL EQUIPMENT SHALL BE SORTED FROM PUBLIC USE PER THE ZONING ORDINANCE.
- 34) ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
- 35) IMPACT FEES WILL BE ASSESSED PER THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. ANY CHANGES TO THE LAND USE CLASSIFICATION(S) AT THE TIME OF LOT AND/OR FINISH OUT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- 36) THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL. BY THE APPROVAL OF A SITE PLAN, THE SUBMITTER AGREES TO HAVE SUBMITTED AND RECORD THE APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF THE ENGINEERING PLANS AND BUILDING PERMITS ARE NOT SUBMITTED WITHIN THE PRESCRIBED TIME FRAME, THE APPROVAL OF THE SITE PLAN IS DEEMED TO BE VOID.
- 37) THE TOWN CURRENTLY CONTRACTS WITH CWO FOR WASTE DISPOSAL SERVICES. THEY MAY BE CONTACTED AT 972-992-3930

SHEET

C0.01



FIRE DEPARTMENT

To: Mayor and Town Council
From: Stuart Blasingame, Fire Chief
Through: Ron Patterson, Interim Town Manager
Re: GMP Fire Station No. 4

Town Council Meeting – January 10, 2023

Agenda Item:

Receive an update regarding the Guaranteed Maximum Price (GMP) for the Fire Station No. 4 project.

Description of Agenda Item:

The GMP bids for the construction of Fire Station No.4 were received in December. Staff has worked with Pogue Construction and Brown Reynolds Watford Architects (BRW) Inc. to identify value engineering cost savings and the GMP has been finalized for the project.

Attached Documents:

1. GMP Summary
2. Budget Summary

Town Staff Recommendation:

Town Staff is requesting the Town Council provide feedback and direction on the proposed Guaranteed Maximum Price (GMP) for the Fire Station No.4 Project.

GMP

TOWN OF PROSPER

Item 10.

TOWN OF PROSPER
Fire Station #4
December 29, 2022

TABLE OF CONTENTS

TOWN OF PROSPER - FIRE STATION #4 GMP

DECEMBER 29, 2022

1. Executive Summary
2. GMP Pricing Summary
3. Subcontractor Bid Tab
4. Qualifications and Clarifications
5. Construction Schedule



GMP SUMMARY

Town of Prosper Fire Station #4

December 29, 2022

ESTIMATE SUMMARY

REPORTED BUDGET \$6,000,000

BASE BID GMP TOTAL \$10,213,950

ACCEPTED ALTERNATES \$0

GMP TOTAL \$10,213,950

OVER/UNDER \$4,213,950

COST PER SF

BASE BID GMP TOTAL \$832

Town of Prosper Fire Station #4

Town of Prosper

December 29, 2022

GMP



	DESCRIPTION	GMP	COST/SF	%	COMMENT
	GENERAL REQUIREMENTS				
01A	GENERAL CONDITIONS	\$350,773	\$28.59	3.43%	
01B	FIELD & STAFF COST	\$363,985	\$29.66	3.56%	
01D	PROJECT REQUIREMENTS	\$204,765	\$16.69	2.00%	
	CONCRETE				
03A	CONCRETE	\$1,219,960	\$99.43	11.94%	
	MASONRY				
04A	MASONRY	\$667,295	\$54.38	6.53%	
	METALS				
05A	METALS	\$734,959	\$59.90	7.20%	
	WOOD & PLASTICS				
06D	FINISH CARPENTRY	\$208,325	\$16.98	2.04%	
	THERMAL/MOISTURE PROTECTION				
07A	WATERPROOFING/AIR BARRIERS/CAULKING	\$149,860	\$12.21	1.47%	
07B	FOAMED-IN-PLACE INSULATION	\$86,042	\$7.01	0.84%	
07C	ROOFING & SHEET METAL	\$482,472	\$39.32	4.72%	
07E	FIREPROOFING AND FIRESTOPPING	\$9,650	\$0.79	0.09%	
07F	EXPANSION CONTROL	\$5,650	\$0.46	0.06%	
	OPENINGS				
08A	DOORS, FRAMES & HARDWARE	\$141,587	\$11.54	1.39%	
08C	FOLDING DOORS	\$229,605	\$18.71	2.25%	
08E	GLASS & GLAZING	\$146,487	\$11.94	1.43%	
	FINISHES				
09B	DRYWALL/ACOUSTICAL	\$541,827	\$44.16	5.30%	
09C	TILING	\$98,576	\$8.03	0.97%	
09D	CARPET/ VCT/ RUBBER ATHLETIC FLOORING/ BASE	\$46,043	\$3.75	0.45%	
09I	FLUID APPLIED FLOORING	\$35,226	\$2.87	0.34%	
09K	PAINTING & WALL COVERINGS	\$85,270	\$6.95	0.83%	
	SPECIALTIES				
10B	VISUAL DISPLAY UNITS	\$4,625	\$0.38	0.05%	
10C	SIGNAGE	\$120,326	\$9.81	1.18%	
10D	TOILET ACCESSORIES & COMPARTMENTS	\$8,626	\$0.70	0.08%	
10E	WALL & DOOR PROTECTION	\$1,864	\$0.15	0.02%	
10F	FIRE PROTECTION SPECIALTIES	\$3,820	\$0.31	0.04%	
10G	LOCKERS & METAL STORAGE SHELVING	\$28,554	\$2.33	0.28%	
10H	POSTAL SPECIALTIES	\$2,718	\$0.22	0.03%	
10L	FLAGPOLES	\$10,575	\$0.86	0.10%	
10M	FIREPLACES	\$18,266	\$1.49	0.18%	
	EQUIPMENT				
11C	RESIDENTIAL APPLIANCES	\$57,519	\$4.69	0.56%	
11D	FOOD SERVICE EQUIPMENT/ COMMERCIAL APPLIANCES	\$31,776	\$2.59	0.31%	
	FURNISHINGS				
12B	WINDOW TREATMENTS	\$17,412	\$1.42	0.17%	
	FIRE SUPPRESSION				
21A	FIRE SUPPRESSION	\$57,331	\$4.67	0.56%	

Town of Prosper Fire Station #4

Town of Prosper
December 29, 2022
GMP



	DESCRIPTION	GMP	COST/SF	%	COMMENT
	PLUMBING				
22A	PLUMBING	\$0	\$0.00	0.00%	w/ 23A
	HVAC				
23A	HVAC	\$1,278,808	\$104.22	12.52%	
	ELECTRICAL				
26A	ELECTRICAL	\$1,013,263	\$82.58	9.92%	
	COMMUNICATIONS				
27A	VOICE & DATA	\$104,125	\$8.49	1.02%	
27B	AUDIO VIDEO	\$29,613	\$2.41	0.29%	
	ELECTRONIC SAFETY & SECURITY				
28A	FIRE ALARM	\$28,389	\$2.31	0.28%	
28B	SECURITY SYSTEM	\$83,443	\$6.80	0.82%	
	EARTHWORK				
31A	EARTHWORK	\$399,092	\$32.53	3.91%	
31B	TERMITE CONTROL	\$900	\$0.07	0.01%	
31C	SWPPP	\$29,090	\$2.37	0.28%	
	EXTERIOR IMPROVEMENTS				
32C	PAVEMENT MARKINGS/SPECIALTIES	\$9,274	\$0.76	0.09%	
32I	PLANTING, IRRIGATION, TURFS & GRASSES	\$276,790	\$22.56	2.71%	
	UTILITIES				
33A	SITE UTILITIES	\$395,312	\$32.22	3.87%	
	ALLOWANCES				
34A	PIER ALLOWANCE	\$25,000	\$2.04	0.24%	
34B	BDA ALLOWANCE	\$15,000	\$1.22	0.15%	
34C	COMMUNICATIONS TOWER ALLOWANCE	\$80,000	\$6.52	0.78%	As Directed
	COST OF WORK SUBTOTAL	\$9,939,868		97.32%	
	CONTINGENCIES				
35A	C/M CONTINGENCY @ 1.0%	\$99,399	\$8.10	0.97%	
	SUBTOTAL	\$10,039,267		98.29%	
	FINANCIALS				
	BUILDING PERMIT	\$0	\$0.00	0.00%	By T.O.P.
	PRECONSTRUCTION FEES	\$0	\$0.00	0.00%	To be funded outside of GMP
	FINANCIALS SUBTOTAL	\$0		0.00%	
	SUBTOTAL	\$10,039,267	\$818	98.29%	
	CONST MGR FEE @ 1.74%	\$174,683	\$14.24	1.71%	
	TOTAL	\$10,213,950	\$832	100.00%	

Town of Prosper Fire Station #4

Town of Prosper

December 29, 2022

ALTERNATES & VALUE MANAGEMENT

				ACCEPTED	
DESCRIPTION	GMP	ACCEPTED	DECLINED	VALUE	COMMENT
PROJECT SUBTOTAL	\$10,213,950			\$10,213,950	
ALTERNATES					
1 Provide off-site sanitary sewer line as indicated in lieu of provided by separate contract.	\$211,276				
2 Bring gas line to site from intersection of E Prosper Trail and N Custer Road.	\$195,000				
VALUE MANAGEMENT					
Alternate Masonry Products or Manufacturers	-\$9,000				Pending material sample approval
*Light Fixtures (Target)	-\$20,000				Final value to be determined post GMP approval
* Depends on Selected Electrical Contractor					
PROJECT TOTAL				\$10,213,950	

BID TABULATION FOR

Town of Prosper Fire Station #4

PREPARED FOR: Town of Prosper

BIDS RECEIVED ON: 12/06/2022

THIS IS A TABULATION OF THE SUBCONTRACTOR / MATERIAL SUPPLIER BIDS RECEIVED. THESE BIDS MUST BE REVIEWED FOR SCOPE, QUALIFICATIONS, AND EXCLUSIONS TO DETERMINE THE BEST VALUE FOR THE DISTRICT; A COMPLETE ESTIMATE WILL THEN BE ASSEMBLED. PLEASE DO NOT USE THIS TABULATION AS AN ESTIMATE SHEET NOR TO DETERMINE THE PROJECT'S COST.

THE HIGHLIGHTED SUBCONTRACTORS BELOW ARE CURRENTLY SELECTED FOR INCLUSION IN THE GMP. THIS SELECTION MAY CHANGE AS A RESULT OF REVIEWS, CLARIFICATION UPDATES, & FINAL NEGOTIATIONS.

THIS INFORMATION MUST REMAIN CONFIDENTIAL AT THIS TIME PER TEXAS STATUTES - EDUCATION CODE - 44.038: 'The Construction Manager at Risk and the district or its representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager at Risk, Engineer, Architect, or District.' Pogue will provide feedback to subcontractors, as directed by the Education Code, at the appropriate time.

BID PACKAGE	COMPANY	SCOPED SUBTOTAL	NOTES:
01D - Project Requirements			
	Pogue Construction	204,765	
	Southwest Construction Services	254,780	
	Wilson Contracting	269,593	
03A - Concrete			
	Precise Concrete Services	1,219,960	
	Miller Sierra	1,241,727	
	Concrete Preservation	1,309,014	
	Sizelove Construction	1,529,177	
04A - Masonry			
	Cast Stone Commercial Services	9,621	Cast Stone Only
	Fenimore Blythe Commercial Masonry	667,295	
	Artisan Masonry	690,977	
	(NBF) Skinner Masonry	696,236	
	Pryor & Pryor Masonry	698,288	
	Accurate Masonry	770,988	
	J&E Companies	855,988	
05A - Metals			
	Staley Steel	734,959	
	(NBF) Beco Metal Works	738,002	
	(NBF) Bludau Steel	793,772	
06D - Finish Carpentry			
	Allan Commercial Millwork	208,325	
	Garken Millwork	255,475	
	Austin Conor Millwork	341,136	
07A - Waterproofing/Air Barriers/Caulking			
	(NBF) Cretec	124,026	Incomplete
	(NBF) Exposed Design Group	148,210	Incomplete
	Southwest Construction Services	149,860	
	CHM Weatherguard	152,740	
	J&E Companies	180,560	


	RWC Acquisition	182,260	
	Amcon Waterproofing	212,930	
07B - Foamed-In-Place Insulation			
	Alpha Insulation	86,042	
07C - Roofing & Sheet Metal			
	(NBF)(I) Winchester Roofing & Waterproofing	104,772	Incomplete
	(NBF)(I) Double M Operations, LLC (Metal Soffits ONLY)	180,591	Incomplete
	Kingdom Roofing	482,472	
	Heritage One	508,607	
	Wrangler Roofing	551,392	
	J&J Roofing	552,772	
07E - Fireproofing and Firestopping			
	Alpha Insulation	9,650	
07F - Expansion Control			
	PDV, Inc	5,650	
08A - Doors, Frames & Hardware			
	(NBF) (I) JDR Doors & Hardware (Installation)	10,545	Installation Only
	Tex-Oma Builders Supply	141,587	
	(*) Woodard	155,365	
	(F?) (*) Unified Door and Hardware	169,854	
	WBH Doors	176,961	
08C - Folding Doors			
	Johnson Equipment Company	229,605	
	(ALT) Hudson Building Systems	230,905	
	(NBF) (F?) Texas Overhead Door Company	233,682	
	(NBF) Overhead Door Co. of Fort Worth	235,699	
08E - Glass & Glazing			
	RWC Acquisition	146,487	
	(FE) Nortex Glass	159,587	
	Lindsay Glass	161,354	
09B - Drywall/Acoustical			
	Tri-Phase Interiors	541,827	
	Rice Drywall	543,827	
	Walker Drywall	558,827	
	(NBF) J&E Companies	573,727	
	Southwest Commercial Interiors	674,327	
09C - Tiling			
	(I) Simply Floor It	72,305	Incomplete Scope
	TSI Commercial Floor Covering of Texas	98,576	
	One Source Commercial Flooring	104,751	
	DD&F Commercial Floors	163,705	
09D - Carpet/ VCT/ Rubber Athletic Flooring/ Base			

	(I) Rubber Flooring Systems, Inc	16,597	Rubber Flooring Only
	TSI Commercial Floor Covering of Texas	46,043	
	One Source Commercial Flooring	50,389	
	DD&F Commercial Floors	50,631	
	PDL Flooring Designs	52,941	
	Simply Floor It	67,333	
09E - Athletic Flooring			
	Rubber Flooring Systems	16,597	w/ 09D
09I - Fluid Applied Flooring			
	Johnson & Sons	35,226	
	(NBF) Simply Floor It	69,136	
	(ALT)(NBF) Stonhard	89,936	
09K - Painting & Wall Coverings			
	Ace Decor	85,270	
	(NBF)(FE) JP Painting, Inc.	87,060	
	Jonsco Inc	94,715	
	AP Painting LLC	94,770	
	Parent's Painting	116,037	
10B - Visual Display Units			
	Spectrum Resource	4,625	
10C - Signage			
	(I) Legacy Signs of Texas	18,427	Incomplete scope
	Benchmark Signs	120,326	
	(I)(ALT) Sign International	124,355	
10D - Toilet Accessories & Compartments			
	Spectrum Resource	8,626	
	Blue Sky Sales	13,730	
10E - Wall & Door Protection			
	Spectrum Resource	1,864	
	Blue Sky Sales	7,323	
10F - Fire Protection Specialties			
	Spectrum Resource	3,820	
	*Blue Sky Sales	5,166	
10G - Lockers & Metal Storage Shelving			
	Spectrum Resource	28,554	
10H - Postal Specialties			
	Spectrum Resource	2,718	
10L - Flagpoles			
	Spectrum Resource	10,575	
	(NBF) Gardner & Martin	10,636	
	Blue Sky Sales	16,431	


10M - Fireplaces			
	Acucraft Fireplaces	18,266	
11C - Residential Appliances			
	Wilson Contracting	57,519	
11D - Food Service Equipment/ Commercial Appliances			
	Wilson Contracting	31,776	
12B - Window Treatments			
	Capital Blinds	17,412	
21A - Fire Suppression			
	Excel Fire Protection	57,331	
	Texas Fire & Sound	80,831	
22A - Plumbing			
	CMS Mechanical (w/ 23A)	0	w/ 23A
	Neu Plumbing	738,760	
23A - HVAC			
	(NBF) Airadigm	5,150	
	(NBF) Air Blancing CO	8,890	
	Air Engineering & Testing	9,800	
	(NBF) Complete System Balance	10,000	
	Delta T	15,650	
	LCS Mechanical	558,380	
	Welch HVAC	785,000	
	CMS Mechanical COMBO	1,278,808	Low 22A and 23A Combo
26A - Electrical			
	CMS Mechanical	1,013,263	
	Petri Electric	1,131,263	
	Intex Electric	1,157,762	
27A - Voice & Data			
	(I)(FE) Arijet Communications	28,797	Incomplete Scope
	Progressive Technologies	104,125	
	Lantek	105,496	
	(F?) The Brass Effect	110,760	
27B - Audio Video			
	Delcom	29,613	
28A - Fire Alarm			
	(I) Great Southwestern Fire	21,054	Incomplete Scope
	Caruth Protection Services	28,389	
	(F) eSecurityTech	28,611	
	Texas Fire & Sound	31,685	
28B - Security System			
	(NBF)(I) Mobile Communications America	35,838	Incorrect scope

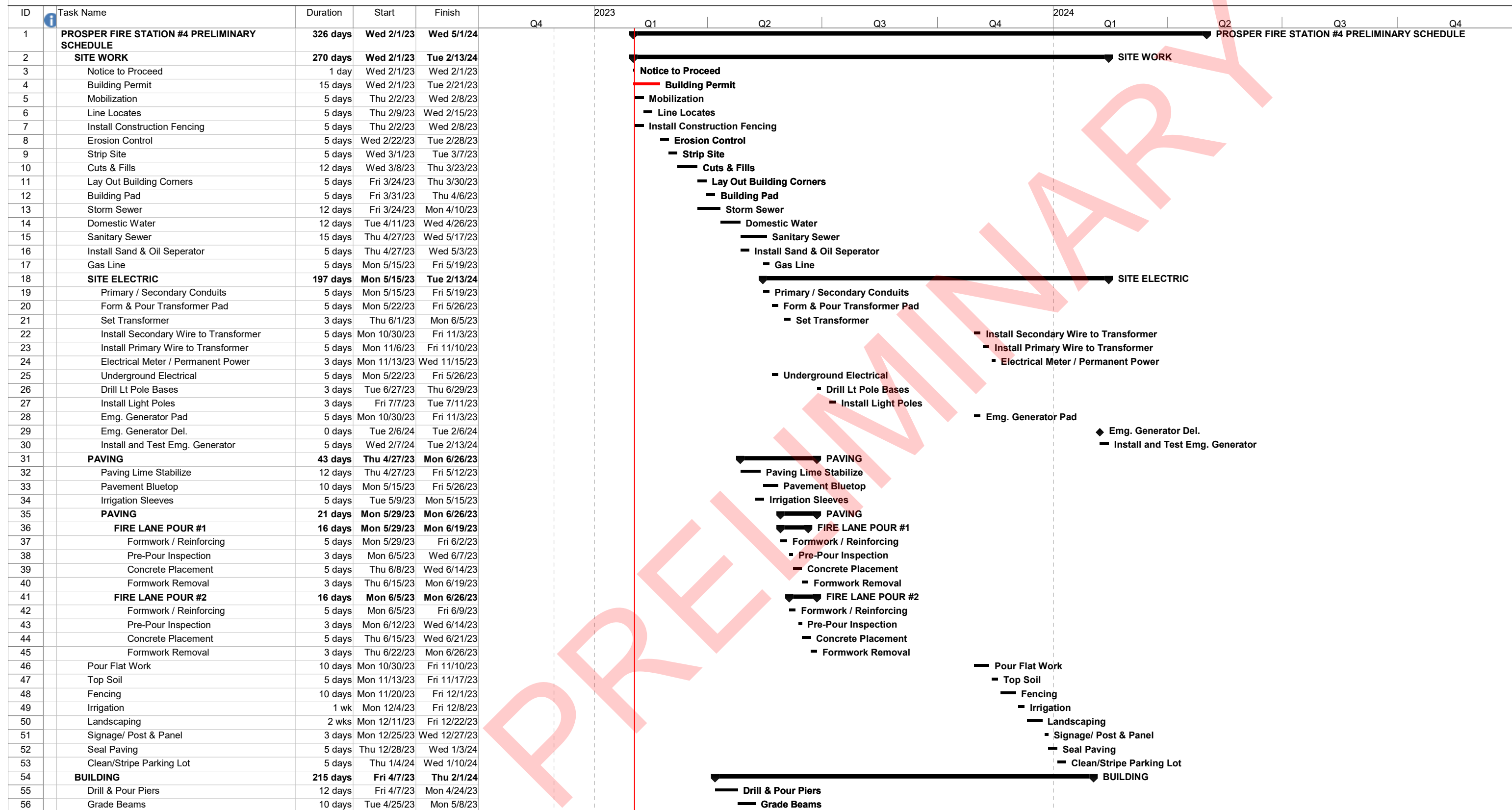
	DAC, Inc (Combo)	83,443	
31A - Earthwork			
	RPMx Construction	399,092	
	Blackjack Civil Services	547,024	
	CT Excavating	635,923	
31B - Termite Control			
	Texoma Pest Control	900	
	(NBF) Pestforce	920	
	CT Pest Solutions	1,075	
	Pest Management	2,001	
31C - SWPPP			
	Erosion Control Management	29,090	
	(NBF) *Meade Services	29,522	
	(NBF) Trinity Green	33,090	
32C - Pavement Markings/Specialties			
	JDS Pavement Markings	9,274	
32I - Planting, Irrigation, Turfs & Grasses			
	Firefighter's Landscape & Design	276,790	
	Stenson Landscaping	282,240	
	(NBF)(FE) All Around Landscape & Construction	289,935	
	American Landscape Systems	307,528	
	(NBF) Superscapes	311,855	
	FlohrStar Landscaping	399,890	
33A - Site Utilities			
	Moss Utilities	395,312	
	Bear Creek Construction	412,622	
	Wildstone	425,979	
	Tri Dal Utilities	437,894	
	(NBF) Fire Line Svices	524,578	























CLARIFICATION ALLOWANCE				EXCLUDED		INCLUDED		QUALIFICATIONS & CLARIFICATIONS			
This GMP Estimate is for the Town of Prosper Fire Station #4 for Town of Prosper, and is based upon the below listed scope of work. Should there be a discrepancy between the Construction Documents and these Clarifications and Exclusions, this document shall prevail.											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Liability and Builders Risk Insurance							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The Pogue Construction bank account is intended to be used for the life of this project. Any changes to bank account information must be received in writing and confirmed via in-person meeting with the Chief Financial Officer of Pogue Construction.							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building Permit Fee							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Impact fees, meters, utility fees, usage fees, rights-of-ways, connection fees, easements, tap fees, gas fees, occupancy fees and any other governmental fees							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fees for special inspections required by the Designers, Architect/Engineer, Owner, or Government Agencies having jurisdiction over the work							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	State sales tax on materials and goods incorporated into the work							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Obstacles due to unforeseen conditions							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CM Contingency in the amount of \$99,399 for Pogue Construction's exclusive use. Any unused portion will be returned to the owner after the completion of the project.							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pier Reconciliation Allowance in the amount of \$25,000.00							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BDA Allowance in the amount of \$15,000.00							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Communications Tower Allowance in the amount of \$80,000.00							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Performance and Payment Bond							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Owner understands and agrees that Subcontractor Default Insurance shall be billed and paid at the agreed rate of 1.75% to manage the risk of Subcontractor or Supplier default							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fees for Material Testing & Inspections							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Special Environmental Testing							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Abatement/ Removal of Hazardous Materials							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Provision for environmental contaminants (Wildlife or Archaeological Finds)							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dumpster Costs for Construction Debris							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dumpster Costs for Owner FF&E/Move-In							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exterior envelope testing and consulting							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Schedule is contingent upon submittals being approved and returned to Pogue within 14 days							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	All Value Management costs are based on approval of the exact products, materials and construction methods proposed by Pogue Construction. Any deviations are subject to cost revisions							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Commissioning agent referenced in specification section 01 91 14 shall be hired and paid by the TOP. Pogue Construction, HVAC, T&B, and Electrical subcontractors shall coordinate with owner hired commissioning agent.							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Addenda 1 dated December 01, 2022							
03A Concrete											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pier Casings, see add pricing below.							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drilled piers at structure foundations are included with 20' depth and required penetration into Bearing Stratum. In the event piers exceed or are less than depth indicated, the following unit prices will apply and are to be reconciled against the designated allowance.							
				Lineal foot cost of additional depth							
				1A	\$68.13	/ LF of Add for Additional depths of 18" diameter piers.					
				1B	\$17.03	/ LF of Reduction for Reduced depths of 18" diameter piers.					
				1C	\$91.33	/ LF of Add for Additional depths of 24" diameter piers.					
				1D	\$22.83	/ LF of Reduction for Reduced depths of 24" diameter piers.					

IN C L U D E D		E X C L U D E D		C L A R I F I C A T I O N		A L L O W A N C E		 QUALIFICATIONS & CLARIFICATIONS		
						1E	\$130.93	/ LF of Add for Additional depths of 36" diameter piers.		
						1F	\$32.73	/ LF of Reduction for Reduced depths of 36" diameter piers.		
						Casing of piers is specifically excluded. If casing of piers is required, the below pricing will apply.				
						2A	\$8,000.00	Mobilization of Casing Rig		
						2B	\$88.18	/ LF of Add for Casing of 18" Diameter Piers		
						2C	\$135.23	/ LF of Add for Casing of 24" Diameter Piers		
						2D	\$187.53	/ LF of Add for Casing of 36" Diameter Piers		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>			If piers are required to be cased, there is a minimum mobilization charge of \$4,500				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Cost for leaving pier casing in place				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			All hot and cold weather procedures for all concrete. if required, hot/cold procedures will be addressed on a unit cost basis to be rectified by allowance. Ice will be added at \$50/CY. Hot water will be added at \$15/CY.				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Provide excavation and shoring at basement walls				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Provide and install vertical CIP basement walls. Include backfill, perf pipe subsurface drainage system, and free draining aggregate. Ref. 4/A3.2				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			7" paving at fire lanes as indicated on C1.01				
05A Metals										
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Dumpster and Generator Enclosure Gates				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Tornado shelter steel baffles per S4.12 detail 3				
05B Specialty Metals										
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Stainless steel railings				
06D Finish Carpentry										
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Fabrication and finish of carpentry to be per AWI standards				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			AWI Certification for project				
07C Roofing & Sheet Metal										
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Peterson Aluminum PAC-750 wood look soffit panels				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			80 mil PVC roof to achieve 30 year manufacturer warranty				
07E Fireproofing and Firestopping										
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Sprayed Applied Fireproofing at structural steel components				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Firestopping of Wall, Floor, and Ceiling Penetrations at Rated Areas				
08A Doors, Frames & Hardware										
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			HM Door and Frame Manufacturer: CECO				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Wood Door Manufacturer: Eggers Industries				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			Kerf Weatherstripped Frames				
08C Folding Doors										
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			One year parts & labor warranty in lieu of two year as specified.				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			"FF30 Series" - Option "A", glazed four-fold doors, as manufactured by Door Engineering and Manufacturing, LLC.				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			1.03- C Windload of 133mph with 150mph 2 second bursts. Doors are designed as all other 4-fold doors in Prospers w/ 120mph 3 second bursts.				
















I N C L U D E D		E X C L U D E D		C L A R I F I C A T I O N		A L L O W A N C E		<div>  </div>		<div> <h2>QUALIFICATIONS & CLARIFICATIONS</h2> </div>	
09C Tiling											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moisture Mitigation							
09D Carpet/ VCT/ Rubber Athletic Flooring/ Base											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Moisture Mitigation							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rubber Athletic Flooring							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12 48 13 - Entrance Mats and Frames. Specification provide but no locations indicated							
09I Fluid Applied Flooring											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	EC1 and EC2 at locations as indicated							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Associated Cove Base							
10B Visual Display Units											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tackboards as listed in 10 11 00. None found on plans.							
10C Signage											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Custom graphic station logo per 19/A5.1.							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Logo per drawing A2.2. 4" deep Halo-Lit fire station shield badge. Painted with back-lit 1/2" push through letters and symbols. 3D ribbon with back-lit 1/2" push through letters. Perforated vinyl on all letters and symbols.							
21A Fire Suppression											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fire Pump							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall mounted FDC per FP1.1							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Separate sprinkler system for FHC. Fire Hose Cabinet Assemblies							
23A HVAC											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BAS controls and interface for mechanical equipment							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Localized controls to thermostats							
26A Electrical											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Secondary building feeders from transformer to building							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Primary electrical to transformer							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	MC cable in walls and daisy chain light fixtures per accepted VM							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ring and string ILO conduit for LV rough per accepted VM							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Aluminum feeders ILO copper per accepted VM							
27A Voice & Data											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alerting System Cabling							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Alerting System Devices. Station Alerting to be OFOI							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wireless Access Points and Network Switches							
27B Audio Video											
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All TV monitors are to be OFCI.							

I N C L U D E D	E X C L U D E D	C L A R I F I C A T I O N	A L L O W A N C E	QUALIFICATIONS & CLARIFICATIONS		 POWERED BY PEOPLE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV mounts		
28C Access Control						
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Open Options based access control system		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	500 SEOS PVC cards, printable on both sides		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Configuration of software onto owner provided server		
31A Earthwork						
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lime Stabilization at Pavement Areas per Plans		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lime Stabilization Bid at 6" and 8" x 6% for bidding purposes per C1.01, once an lime series has been performed percentage will be adjusting and priced accordingly		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Aggregate Base per 8.4.3 of Geotechnical Report		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Unforeseen subsurface conditions - i.e. rock removal, well fields, muck, existing utilities, & foundation removal		
32G Fences & Gates						
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fences and gates are excluded. None shown.		
32I Planting, Irrigation, Turfs & Grasses						
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Availability of trees per schedule on L1.1 shall be communicated to the TOP in adequate time so that, if necessary, an alternate selection of equal monetary value can be determined to maintain overall project schedule.		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Soil amendments are included ILO importing 1" of topsoil per accepted VM		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trimming of existing trees not required per accepted VM		
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Half of the total If of the root pruning detail 4/L1.0 to be removed per accepted VM		
33A Site Utilities						
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Meter fees		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Off-Site Sanitary shown on C4.00		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Gas Service to the site		



Project: PFS4 - Preliminary Bid Sched Date: Wed 11/30/22	Task		Summary		Baseline		Manual Task		Start-only		Progress	
	Task		Project Summary		Baseline		Duration-only		Finish-only		Deadline	
	Split		External Tasks		Inactive Milestone		Manual Summary Rollup		External Tasks			
	Milestone		External Milestone		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	2023				2024				
					Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
57	Wreck Forms & Backfill @ Grade Beams	5 days	Fri 5/12/23	Thu 5/18/23									
58	CIP Vertical Basement Walls	10 days	Fri 5/26/23	Thu 6/8/23									
59	Backfill CIP Vertical Basement Walls	5 days	Fri 6/9/23	Thu 6/15/23									
60	Underground Plumbing	8 days	Fri 6/16/23	Tue 6/27/23									
61	Underground Electrical	8 days	Fri 6/16/23	Tue 6/27/23									
62	Fine Grade Slab	5 days	Wed 6/28/23	Tue 7/4/23									
63	Termite Control	3 days	Wed 7/5/23	Fri 7/7/23									
64	Slab Set Up & Pour	8 days	Mon 7/10/23	Wed 7/19/23									
65	CMU (Including Storm Shelter)	15 days	Thu 7/20/23	Wed 8/9/23									
66	Structural Steel Delivery	0 days	Wed 7/19/23	Wed 7/19/23									
67	Structural Steel Erection Main Building	12 days	Thu 7/27/23	Fri 8/11/23									
68	Install Joists	10 days	Mon 8/14/23	Fri 8/25/23									
69	Install Deck	10 days	Mon 8/28/23	Fri 9/8/23									
70	Storm Shelter Structural Roof Steel	10 days	Thu 8/10/23	Wed 8/23/23									
71	Storm Shelter Roof Set Up & Pour	5 days	Thu 8/24/23	Wed 8/30/23									
72	Roofing	15 days	Mon 9/11/23	Fri 9/29/23									
73	Roofing Dry-In	5 days	Mon 10/2/23	Fri 10/6/23									
74	Complete Roofing, Coping Caps, etc.	5 days	Mon 10/30/23	Fri 11/3/23									
75	Install Mechanical Equipment	5 days	Mon 10/2/23	Fri 10/6/23									
76	Exterior Frame & Sheath	20 days	Mon 8/14/23	Fri 9/8/23									
77	Window Frames & Storefronts	10 days	Mon 9/11/23	Fri 9/22/23									
78	Flashings & Dampproofing	10 days	Mon 9/25/23	Fri 10/6/23									
79	Masonry Veneer	15 days	Mon 10/9/23	Fri 10/27/23									
80	Canopy Erection	10 days	Mon 10/30/23	Fri 11/10/23									
81	Interior Framing	15 days	Mon 9/11/23	Fri 9/29/23									
82	HVAC Ducts	10 days	Wed 9/27/23	Tue 10/10/23									
83	Fire Sprinklers	10 days	Wed 9/27/23	Tue 10/10/23									
84	Electrical Rough-In	10 days	Wed 9/27/23	Tue 10/10/23									
85	Plumbing Rough-In	10 days	Wed 9/27/23	Tue 10/10/23									
86	Rough-In Inspections	0 days	Tue 10/10/23	Tue 10/10/23									
87	Paint Exposed Structure In Apparatus Bay	5 days	Wed 10/11/23	Tue 10/17/23									
88	Apparatus Roll-Up Doors	5 days	Wed 10/18/23	Tue 10/24/23									
89	Front Apparatus Bi-Fold Doors	5 days	Wed 10/25/23	Tue 10/31/23									
90	CO2 EVAC System	5 days	Wed 11/1/23	Tue 11/7/23									
91	Fire Alarm Rough-In	5 days	Wed 10/11/23	Tue 10/17/23									
92	Data Rough-In	5 days	Wed 10/11/23	Tue 10/17/23									
93	A/V Rough-In	5 days	Wed 10/11/23	Tue 10/17/23									
94	Security Rough-In	5 days	Wed 10/11/23	Tue 10/17/23									
95	Install Drywall	12 days	Wed 10/11/23	Thu 10/26/23									
96	Tape / Bed / Paint	15 days	Wed 10/18/23	Tue 11/7/23									
97	Kitchen Vent Hood	5 days	Wed 11/8/23	Tue 11/14/23									
98	Kitchen Grease Duct	5 days	Wed 11/15/23	Tue 11/21/23									
99	Kitchen Ansul	5 days	Wed 11/22/23	Tue 11/28/23									
100	Install Switch Gear & Electrical Panels	5 days	Mon 10/23/23	Fri 10/27/23									
101	Frame Gyp Ceilings	5 days	Fri 10/27/23	Thu 11/2/23									
102	MEP Work Above Gyp Ceilings	5 days	Fri 11/3/23	Thu 11/9/23									
103	Above Ceiling Inspection @ Gyp Ceilings	1 day	Fri 11/10/23	Fri 11/10/23									
104	Install Drywall @ Gyp Ceilings	5 days	Mon 11/13/23	Fri 11/17/23									
105	Tape / Bed / Paint @ Gyp Ceilings	8 days	Mon 11/20/23	Wed 11/29/23									
106	Floor & Wall Tile	10 days	Wed 10/25/23	Tue 11/7/23									
107	Install Linear Wood Ceiling	10 days	Wed 11/8/23	Tue 11/21/23									
108	Ceiling Grid	10 days	Wed 11/8/23	Tue 11/21/23									
109	Install Lights	12 days	Wed 11/22/23	Thu 12/7/23									
110	HVAC Trim Out	5 days	Wed 11/22/23	Tue 11/28/23									
111	Drop Fire Sprinkler Heads	5 days	Wed 11/22/23	Tue 11/28/23									
112	Hose Reels @ Apparatus Bay	3 days	Fri 12/8/23	Tue 12/12/23									
113	Above Ceiling Inspections	5 days	Fri 12/8/23	Thu 12/14/23									

Project: PFS4 - Preliminary Bid Sched Date: Wed 11/30/22	Task		Summary		Baseline		Manual Task		Start-only		Progress	
	Task		Project Summary		Baseline		Duration-only		Finish-only		Deadline	
	Split		External Tasks		Inactive Milestone		Manual Summary Rollup		External Tasks			
	Milestone		External Milestone		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish	<div><div>2023</div><div>Q4</div><div>Q1</div><div>Q2</div><div>Q3</div><div>Q4</div><div>2024</div><div>Q1</div><div>Q2</div><div>Q3</div><div>Q4</div></div>									
114	Ceiling Tile	5 days	Fri 12/15/23	Thu 12/21/23	■ Ceiling Tile									
115	Millwork	10 days	Fri 12/22/23	Thu 1/4/24	■ Millwork									
116	Install Lockers	5 days	Fri 12/29/23	Thu 1/4/24	■ Install Lockers									
117	Appliances	3 days	Fri 1/5/24	Tue 1/9/24	■ Appliances									
118	Electrical Trim Out	5 days	Fri 1/5/24	Thu 1/11/24	■ Electrical Trim Out									
119	Plumbing Trim Out	5 days	Fri 1/5/24	Thu 1/11/24	■ Plumbing Trim Out									
120	Toilet Partitons & Accessories	5 days	Fri 1/12/24	Thu 1/18/24	■ Toilet Partitons & Accessories									
121	Fire Sprinkler Trim Out	5 days	Fri 12/22/23	Thu 12/28/23	■ Fire Sprinkler Trim Out									
122	Fire Alarm Trim Out	5 days	Fri 12/22/23	Thu 12/28/23	■ Fire Alarm Trim Out									
123	Data Trim Out	5 days	Fri 12/22/23	Thu 12/28/23	■ Data Trim Out									
124	A/V Trim Out	5 days	Fri 12/22/23	Thu 12/28/23	■ A/V Trim Out									
125	Security Trim Out	5 days	Fri 12/22/23	Thu 12/28/23	■ Security Trim Out									
126	Install Floor Finishes	10 days	Fri 1/5/24	Thu 1/18/24	■ Install Floor Finishes									
127	Doors & Hardware	5 days	Fri 1/19/24	Thu 1/25/24	■ Doors & Hardware									
128	Final Clean	5 days	Fri 1/26/24	Thu 2/1/24	■ Final Clean									
129	Final Building Inspections	74 days	Fri 1/19/24	Wed 5/1/24	■ Final Building Inspections									
130	Fire Sprinkler Final	5 days	Fri 1/19/24	Thu 1/25/24	■ Fire Sprinkler Final									
131	MEP Finals	5 days	Fri 2/2/24	Thu 2/8/24	■ MEP Finals									
132	Fire Alarm Pre-Test	3 days	Fri 1/19/24	Tue 1/23/24	■ Fire Alarm Pre-Test									
133	Fire Alarm Final/Permission To Stock	3 days	Wed 2/14/24	Fri 2/16/24	■ Fire Alarm Final/Permission To Stock									
134	Building Final	5 days	Mon 3/11/24	Fri 3/15/24	■ Building Final									
135	CO	1 day	Mon 4/1/24	Mon 4/1/24	■ CO									
136	Substantial Completion	0 days	Mon 4/1/24	Mon 4/1/24	◆ Substantial Completion									
137	Design Team Punch Walks - All Punch Lists	5 days	Tue 4/2/24	Mon 4/8/24	■ Design Team Punch Walks - All Punch Lists									
138	All Punch List Completion	17 days	Tue 4/9/24	Wed 5/1/24	■ All Punch List Completion									
139	Final Completion	0 days	Wed 5/1/24	Wed 5/1/24	◆ Final Completion									

Project: PFS4 - Preliminary Bid Sched Date: Wed 11/30/22	Task	Summary	Baseline	Manual Task	Start-only	Progress
	Task	Project Summary	Baseline	Duration-only	Finish-only	Deadline
	Split	External Tasks	Inactive Milestone	Manual Summary Rollup	External Tasks	
	Milestone	External Milestone	Inactive Summary	Manual Summary	External Milestone	

Fire Station 4 Co

Budget for Fire Station 4 Project:	Prior Budget	Amount Encumbered
Professional Services Budget - 750-5410-10-00-2137-FC	\$623,380.00	\$623,380.00
Other Development Costs - 750- 5410-10-00-2203-FC	\$601,620.00	\$8,250.00
Construction of Facility - 750- 6610-10-00-2205-FC	\$6,000,000.00	
Furniture, Fixtures, & Equipment 750-6610-10-00-2206-FC	\$775,000.00	
Project Cost	\$8,000,000.00	\$631,630.00
Alternate 2 - Natural Gas Line	N/A	N/A
Total Project With Alternates	\$8,000,000.00	\$631,630.00

Note: The CIP Sanitary Sewer was approved in the FY23 budget for \$400,000. F
Fire Engine & Loose Equipment was approved and ordered April 2022. D

Last Update: 01/03/23

Construction Project

Expenditures to Date	Estimate August 2022	Revised CIP October 2022	Project Total January 2023
\$459,416.67	\$623,380.00	\$600,000.00	\$623,380.00
\$8,250.00	\$678,274.00	\$700,000.00	\$553,274.00
	\$9,923,346.00	\$7,925,000.00	\$10,213,950.00 GMP
	\$775,000.00	\$775,000.00	\$700,000.00
\$467,666.67	12,000,000.00	\$10,000,000.00	\$12,090,604.00
N/A	N/A	N/A	\$195,000.00
\$467,666.67	12,000,000.00	\$10,000,000.00	\$12,285,604.00

Funding Source: Water/Sewer Fund
 Delivery Date early 2024



COMMUNITY SERVICES

To: Mayor and Town Council

From: Robyn Battle, Executive Director of Community Services

Through: Ron K. Patterson, Interim Town Manager

Re: Town of Prosper 2023 Legislative Agenda

Town Council Meeting – January 10, 2023

Agenda Item:

Consider and act upon a resolution adopting the Town of Prosper 2023 Legislative Agenda.

Description of Agenda Item:

The Town Council established a strategic planning action items related to legislative advocacy during the 2022 Town Council Strategic Planning Work Session. With the 88th Texas legislative session now underway, the Town has an opportunity to define for our legislative delegation the topics and initiatives that are most important to the Town.

The proposed Legislative Agenda includes issues that have been previously identified by the Town Council as top priorities for the Town and includes recommendations from Town staff. The Legislative Agenda is comprised of two sections. The Legislative Philosophy explains the overall purpose and guiding principles of the document. The Legislative Priorities section establishes the Town's position on key legislative issues. A draft Legislative Agenda was presented to the Legislative Subcommittee comprised of the Mayor and the Deputy Mayor Pro-Tem for discussion on October 26, 2022, and again during a meeting with the Town's Legislative Consultant on December 21, 2022. The Legislative Subcommittee recommends adoption of the proposed 2023 Legislative Agenda.

The Legislative Agenda is to be used as a communication tool with the Town's legislative delegation and others to clearly explain the Town's position on critical issues. It is intended to provide guidance to the Town's legislators on how they can best represent Town of Prosper residents and stakeholders in the upcoming legislative session.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has previously reviewed the resolution as to form and legality.

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends the Council approve a resolution adopting the Town of Prosper 2023 Legislative Agenda.

Proposed Motion:

I move to approve a resolution adopting the Town of Prosper 2023 Legislative Agenda.

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 2023-__**

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, APPROVING THE TOWN'S LEGISLATIVE AGENDA FOR THE 88TH TEXAS LEGISLATIVE SESSION; AUTHORIZING CERTAIN PERSONS TO REPRESENT AND COMMUNICATE THE TOWN'S LEGISLATIVE INTERESTS; AUTHORIZING THE MAYOR AND TOWN MANAGER TO SIGN ALL LETTERS, PETITIONS, AND/OR OTHER DOCUMENTS ON BEHALF OF THE TOWN TO PROMOTE THE TOWN'S LEGISLATIVE AGENDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the 88th Texas Legislature convenes in January 2022; and

WHEREAS, the Texas Legislature and its administrative agencies will consider many measures and actions that may affect the Town of Prosper, Texas; and

WHEREAS, Town staff has prepared and recommends approval of the Town of Prosper 2023 Legislative Agenda, attached hereto as Exhibit "A"; and

WHEREAS, the Town Council finds that the 2023 Legislative Agenda represents the issues and priorities that are in the best interest of the Town and its citizens, should be adopted, and should be forwarded to the Town's legislative delegation for consideration; and

WHEREAS, the Town Council is of the further opinion that the Mayor, the Town Manager and/or the Town Manager's designee should be authorized and directed to take action with regard to the 2023 Legislative Agenda as outlined below.

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

SECTION 1

The Town of Prosper 2023 Legislative Agenda, attached hereto as Exhibit "A," is hereby adopted and approved.

SECTION 2

The Mayor, the Town Manager, and/or the Town Manager's designee are authorized to communicate the items included in the Town's Legislative Agenda to members of the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members, and other persons or groups that may influence the 88th Legislative Session.

SECTION 3

For those items designated as "support," the Mayor, the Town Manager and/or the Town Manager's designee are directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. Efforts to obtain passage of the legislation may include drafting

appropriate legislation, seeking a legislative sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

SECTION 4

For those items designated as “oppose,” the Mayor, Town Manager, and/or the Town Manager’s designee are directed to oppose the passage of any such legislation.

SECTION 5

The Mayor and the Town Manager are specifically authorized to sign any and all letters, petitions, and/or other documents on behalf of the Town in order to promote the Town’s 2023 Legislative Agenda.

SECTION 6

When testimony before various committees is needed to support or oppose a bill, the Mayor, the Town Council Members, the Town Manager, or the Town Manager’s designee are authorized to testify so long as the testimony is consistent with the approved 2023 Legislative Agenda.

SECTION 7

This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 10TH DAY OF JANUARY, 2023.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

TOWN OF PROSPER 2023 LEGISLATIVE AGENDA

LEGISLATIVE PHILOSOPHY

The following Legislative Agenda represents the Town of Prosper's legislative initiatives and priorities for the 88th Texas Legislative Session and establishes the Town's position on key legislative issues. The Town of Prosper is committed to providing efficient and effective municipal government services to its residents, businesses, visitors, and community stakeholders.

Municipalities represent the level of government that is closest to the people, and local officials are best equipped to determine the unique needs of their communities. The Town of Prosper bears the primary responsibility for providing capital infrastructure, public safety, recreational and cultural activities, and other municipal services in response to the needs and preferences of Town residents. Therefore, the Town will support legislation that protects home rule authority, advances the principles of local decision-making, and enhances the health, safety and welfare of its residents in the spirit of self-governance. Conversely, the Town will oppose legislation that preempts or erodes municipal authority on local matters or impedes the Town's ability to allocate resources to locally-determined projects and services.

Town of Prosper residents desire and expect exceptional municipal services. They want a high quality of life that is delivered through a beautiful and functional parks system, a variety of cultural amenities, exceptional public safety services, well-maintained roads, and outstanding Town facilities. The elected and appointed officials who represent the Town of Prosper are committed to preserving the Town's ability to provide the public goods and services our residents desire through revenue sources that are approved at the local level and free from state mandated limitations.

The Town of Prosper's highest priority is to preserve the ability of locally-elected officials to govern and respond effectively and efficiently to the individual and market-driven needs of its residents, businesses, and stakeholders, according to the unique needs of the community.

Throughout this document, it is understood that a position statement supporting a legislative action also establishes opposition to legislative measures that would have the opposite effect.

LEGISLATIVE PRIORITIES

TRANSPORTATION AND INFRASTRUCTURE

- Support legislation that seeks to fund local transportation and infrastructure projects.
- Support legislation that provides funding to maintain and rehabilitate existing and aging infrastructure.
- Support legislation that promotes innovative financing tools and greater flexibility in the funding of the construction, rehabilitation, and maintenance of local transportation and infrastructure projects.

- Support legislation that promotes pay-as-you-go financing for capital projects by authorizing a dedicated property tax rate that is classified similarly to the debt service tax rate in property tax rate calculations.

LAND DEVELOPMENT

- Support legislation that seeks to repeal, or makes beneficial amendments to, H.B. 2439 from the 86th legislative session (the building materials bill), which excessively prohibits the Town from regulating building products, materials, or methods used in the construction of residential and commercial structures.
- Support legislation that seeks to limit state intrusion in the land development process by making beneficial amendments to H.B. 3167 from the 86th legislative session regarding subdivision platting procedures (the 30-day shot clock bill).
- Oppose legislation that preempts or would otherwise erode municipal authority related to land use and zoning, local amendments to building codes, local building permit fees, tree preservation, short-term rentals, and eminent domain.

ECONOMIC DEVELOPMENT

- Support legislation that preserves all economic development programs and tools currently available under state law.
- Support legislation and programs that help municipalities attract and retain new and existing businesses.
- Support legislation that promotes new and innovative financing tools that would leverage state funds to create jobs.
- Support legislation that would maintain funding for grants and programs that improve workforce training.

PUBLIC SAFETY

- Support legislation and measures that strengthen the integrity, effectiveness, and transparency of local law enforcement, and oppose any measures that weaken the same.
- Support legislation that preserves qualified immunity for public safety personnel acting within the bounds of departmental policies and procedures in the performance of their official duties.
- Support legislation that clarifies the roles of state, county and municipal governments in emergency management, and their respective authority, powers, and duties during a local state of disaster.

FISCAL MANAGEMENT

- Support legislation that would preserve the Town's use of certificates of obligation (COs) to fund necessary capital projects, and for the debt from COs to continue to be funded from the Town's interest and sinking (I&S) tax rate.
- Oppose legislation that would erode the Town's ability to control, manage, and collect reasonable compensation for the use of municipal rights-of-way.
- Oppose legislation that imposes additional revenue caps or tax caps of any kind that restrict the Town's capacity to generate the revenue needed to provide the high level of municipal services expected by Town of Prosper residents.
- Oppose legislation that would erode local taxing authority, including measures that would restrict the use of existing revenue streams.
- Oppose legislation that reduces the ability of municipalities to provide economic and efficient methods of financing local purchases and projects, including limiting the Town of Prosper's ability to control and manage its debt.

BROADBAND ACCESS

- Support legislation that treats broadband service as any other critical utility infrastructure to ensure consistent and sustainable availability and affordability for residents and businesses.
- Support legislation to incentivize and recognize the importance of broadband service and the application of technology solutions through grants, awards, and other means.
- Support legislation that develops plans and revenue sources needed for greater broadband connectivity to enhance public access to education, healthcare, employment, information, and services.

WATER RESOURCES

- Support legislation that provides ample funding for developing affordable and reliable water resources across North Texas.
- Support legislation that provides funding for the construction, maintenance, and rehabilitation of new and aging water utility infrastructure.
- Support legislation that accelerates the permitting process for development of new water resources in North Texas, preserves water storage options, and advances viable projects in the statewide water plan.

RECREATIONAL AND CULTURAL RESOURCES

- Support amendments to the hotel occupancy tax statute that allows the use of hotel occupancy tax revenue for the construction of improvements in municipal parks and trails that connect parks, lodging establishments, and related public facilities.

- Support legislation that directly benefits public library services that support workforce, cultural, and educational programs.

OPEN GOVERNMENT

- Support legislation that simplifies the budget and tax rate notification and adoption process with the goal of improving transparency.
- Support legislation that would allow required legal notices to be published on a municipality's website rather than requiring publication in an official newspaper.
- Support legislation that promotes increased flexibility to the Texas Open Meetings Act to allow for the expanded use of teleconference and videoconference technology in public meetings.

ELECTIONS

- Oppose legislation that eliminates the May or November uniform election dates.
- Oppose legislation that requires candidates for a Town office to declare party affiliation in order to run for office.

PREEMPTION OF LOCAL AUTHORITY

- Support legislation that preserves local control and the right of Prosper residents to govern themselves and to work with their municipal government to adopt and enforce ordinances that address the health, safety, and welfare of the community.
- Support legislation that preserves local authority for property taxation, budgeting, permitting, and zoning decisions.
- Oppose legislation that limits or prohibits the Town's current authority to use municipal funds to communicate with legislators or effectively participate in the legislative process on matters of public interest or pay dues to organizations or entities that advocate on the Town's behalf.
- Oppose legislation that provides for state preemption of municipal authority and/or creates unfunded mandates at the local level.