



Prosper is a place where everyone matters.

Agenda
Prosper Town Council Meeting
Council Chambers
Prosper Town Hall
250 W. First Street, Prosper, Texas
Tuesday, March 29, 2022
5:45 PM

Notice Regarding Public Participation

Welcome to the Prosper Town Council. Individuals may attend the meeting in person, or access the meeting via videoconference, or telephone conference call.

Join the Zoom Meeting by clicking on the following link: <https://us02web.zoom.us/j/87047432329>

To join the meeting by phone, dial (346) 248-7799

Enter Meeting ID: 870 4743 2329

Addressing the Town Council:

Those wishing to address the Town Council must complete the [Public Comment Request Form](#) located on the Town website or in Council Chambers.

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

If you are attending online/virtually, please submit this form to the Town Secretary prior to 5:00 p.m. on the day of the meeting. Please ensure your full name appears on the screen and you are unmuted so the meeting moderator can recognize you and allow you to speak. The Chat feature is not monitored during the meeting. The Town assumes no responsibility for technical issues that are beyond our control.

If you encounter any problems joining or participating in the meeting, please call our help line at 972-569-1191 for assistance.

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Receive a Finance Department update. (BP)
- [2.](#) Proclamation recognizing April 10-16, 2022, as National Public Safety Telecommunicators Week. (MLS)
3. Recognize Prosper Fire Rescue personnel for two recent life-saving awards. (SB)

CONSENT AGENDA:

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

- [4.](#) Consider and act upon the minutes from the March 1, 2022, Town Council Work Session meeting. (MLS)
- [5.](#) Consider and act upon the minutes from the March 8, 2022, Town Council meeting. (MLS)
- [6.](#) Consider and act upon authorizing the 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)
- [7.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Dunaway Associates, Inc., and the Town of Prosper, Texas, related to the design of the First and Coit Community Park Phase 1 project. (PN)
- [8.](#) Consider and act upon authorizing the Town Manager to execute a Development Agreement between the Prestonwood Baptist Church and the Town of Prosper, Texas, related to the construction of a temporary parking lot (D22-0015). (KD)
- [9.](#) Consider and act upon a Site Plan, Landscape Plan, and Façade Plan for a restaurant with drive-through service (Salad and Go), in the Shops at Prosper Trail development, on 1.1± acres, located on the east side of Preston Road, north of Prosper Trail. The property is zoned Planned Development-68 (PD-68) and Specific Use Permit-39 (S-39). (D22-0011). (AG)
- [10.](#) 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 Plan or Preliminary Site Plan, including Gates of Prosper, Eagle Crossing, Gentle Creek Country Club, Prestonwood Baptist Church, and Prosper Business Park. (AG)

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.

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:

- [11.](#) Consider and act upon approving a resolution supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold and Brown Alternative Segment B alignment as presented by TxDOT at their US 380 EIS

Public Meeting occurring on March 22, 2022 from 5:30-7:30 pm and their on-line virtual Public Meeting from 5:30 pm March 22, 2022 to 11:59 pm April 6, 2022, due to the negative impacts on the Town of Prosper and since the alternative alignments are inconsistent with the Town's Thoroughfare Plan and the current alignment of said highway. (RZ)

- [12.](#) Conduct a public hearing and consider and act upon a request to amend Planned Development-94 (PD-94), for the Westside Development, on 64.5± acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards. (Z22-0001). (AG)
- [13.](#) Consider and act upon a resolution accepting the Independent Audit Report and Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2021, as presented by a representative of Pattillo, Brown and Hill LLP., Certified Public Accountants. (BP)
- [14.](#) Discuss and update the Town Council regarding increases in project construction costs, commodities/equipment costs and delivery time challenges. (JC/HW/SB)
- [15.](#) Consider and act upon an ordinance amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget and Capital Improvement Program). (BP)
- [16.](#) Consider and act upon an amendment to the Wastewater Master Plan. (HW)
- [17.](#) Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Claymoore Engineering, Inc., and the Town of Prosper, Texas, related to the design of the Upper Doe Branch Wastewater Line (Teel Parkway to PISD Stadium) project. (HW)
- [18.](#) Consider and act upon approving a Standard Form of Agreement with Pogue Construction Co., LP, for the construction of a covered parking structure for the Police Department; and authorizing the Town Manager to execute the same. (DK)
- [19.](#) Consider and act upon awarding CSP No. 2022-31-B to North Rock Construction, related to construction services for the Town Hall Honor Wall (2117-PK); and authorizing the Town Manager to execute a construction agreement for same. (PN)

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

- [20.](#) Discuss design and construction costs for Fire Station No. 4. (SB)
21. Presentation regarding options for lighting of the Downtown Silos. (RZ)
22. Receive dedication options for Dudley Raymond. (DB)
23. Discussion regarding a New Resident Mixer Proposal. (RB)

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.

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

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

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.

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, March 25, 2022, 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.

Town of Prosper

Proclamation

- WHEREAS,** emergencies can occur at any time that require police, fire or emergency medical services; and,
- WHEREAS,** when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,
- WHEREAS,** the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who call the Town of Prosper emergency communications center; and,
- WHEREAS,** Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,
- WHEREAS,** Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,
- WHEREAS,** their diligence and professionalism impact the health, welfare, and safety of the Town of Prosper by keeping the Town and citizens safe.

NOW, THEREFORE, be it resolved that I, Mayor Ray Smith, proclaim, April 10 -16, 2022, as:

NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

Ray Smith, Mayor



Prosper is a place where everyone matters.

MINUTES

Prosper Town Council Work Session
Prosper Police Department - Multipurpose Room
801 Safety Way, Prosper, Texas
Tuesday, March 1, 2022

Call to Order/ Roll Call.

The meeting was called to order at 5:30 p.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Deputy Mayor Pro-Tem Craig Andres
Councilmember Jeff Hodges
Councilmember Charles Cotten
Councilmember Amy Bartley
Councilmember Marcus E. Ray

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Executive Director of Community Services

- 1. The Town Council will hold a strategic planning work session to discuss successes and accomplishments since the last planning work session and to prioritize future strategic goals.**

The 2022 Strategic Planning Session was facilitated by Lyle Sumek of Sumek Associates. The first part of the session was held on February 11-12, 2022.

Mr. Sumek led the Council through a discussion on the remaining four Goals:

Goal 1: Premier Residential Community

Goal 2: Investment in Prosper's Future

Goal 4: Successful Dallas North Tollway Development

Goal 5: Successful Prosper Downtown Redevelopment

The Council reviewed the proposed Action Items that were submitted from the Council and staff, as well as the timelines for completion. The decision was made to amend Goal 4 to focus on overall Economic Development, rather than just the Dallas North Tollway (DNT) corridor.

Mr. Sumek will incorporate the feedback from the Council received at tonight's meeting and submit a final draft of the 2022-2023 Strategic Plan for final review.

EXECUTIVE SESSION:

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

Section 551.087 – To discuss and consider Economic Development Incentives and all matters incident and related thereto.

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

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

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

The Executive Session was not held.

Adjourn.

The meeting was adjourned at 7:50 p.m. on Tuesday, March 1, 2022.

These minutes approved on the 29th day of March 2022.

APPROVED:

Ray Smith, Mayor

Robyn Battle, Executive Director of Community Services

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, March 8, 2022
5:45 PM

Call to Order/ Roll Call.

The meeting was called to order at 5:46 p.m.

Council Members Present:

Mayor Ray Smith
Mayor Pro-Tem Meigs Miller
Deputy Mayor Pro-Tem Craig Andres
Councilmember Marcus E. Ray
Councilmember Jeff Hodges
Councilmember Amy Bartley

Council Members Absent:

Councilmember Charles Cotten

Staff Members Present:

Harlan Jefferson, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Robyn Battle, Executive Director of Community Services
Todd Rice, Communications Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services
Alex Glushko, Planning Manager
James Edwards, Human Resources Director
Leigh Johnson, IT Director
Betty Pamplin, Finance Director
Dan Baker, Parks and Recreation Director
Trevor Helton, Recreation Supervisor
Doug Kowalski, Police Chief
Scott Brewer, Assistant Police Chief

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

Mayor Pro-Tem Miller led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Bartley made the following announcements:

Join the Prosper Historical Society and the Town of Prosper for the Prosper Historical Marker Rededication Ceremony on Friday, March 11 at 10:00 a.m. outside the Prosper Community Library entrance located at 200 S. Main Street. to celebrate the move of the marker to its new home.

The Prosper Spring Cleanup will be held Saturday, March 19 from 8:00 a.m. to noon at Prosper Town Hall. Residents are able to dispose of bulk trash items, electronic waste, and even have

documents shredded. No Hazardous Waste or Tires will be accepted. Just bring a valid Driver's License or Utility Bill. Cornerstone Resale will also be on site accepting donations. For more information visit the Town's website by clicking on 'Upcoming Events'.

Join the Parks and Recreation Department at 10:00 a.m. on Thursday, March 24 for a ribbon cutting ceremony to mark the official opening of Hays Park in honor of Chester G. Hays, Prosper's fourth Mayor. This family-friendly neighborhood park is located at 9008 Prestonview Drive.

TxDOT will be hosting a public meeting on Tuesday, March 22 from 5:30 p.m. to 7:30 p.m. regarding the US 380 environmental impact statement and schematic design. Details regarding the meeting will be shared this evening.

The City of Celina will be hosting a public meeting on Tuesday, March 29 from 5:30 p.m. to 7:30 p.m. regarding the reconstruction and widening of Parvin Road from Farm Market (FM) 1385 to the Dallas Parkway South at the Dallas North Tollway (DNT). Parvin Road is split between the Town and the City of Celina. The meeting will take place in Celina's Council Chambers located at 112 N. Colorado in Celina.

The Mayor's Fitness Challenge continues through April 18. If you successfully track an average of 90 minutes per week over the course of the Challenge and turn in a completed tracking sheet you will earn a free t-shirt and be entered to win a Fitbit. Any type of exercise qualifies as trackable minutes, and all ages are eligible to participate. Tracking sheets are available on the Parks and Recreation Department page of the Town's website.

Presentations.

1. Receive a presentation on the Prosper THRIVES Program. (JE)

Mr. Edwards presented the new on-the-spot recognition program. THRIVES stands for Teamwork, Heart, Respect, Integrity, Vision, Excellence, and Service, and recognizes employees who embody these qualities. Those recognized are given a THRIVES coin which can be redeemed for a gift card in addition to being able to keep the coin. Human Resources plans on incorporating the program into their recruiting efforts as well as performance evaluations.

2. Receive an update regarding the US 380 Environmental Impact Statement being completed by TxDOT and the planned Public Meeting on March 22, 2022, at Collin College. (RZ)

Ms. Zook provided an update of the upcoming public meeting being held by TxDOT. She indicated the meeting will be an open house format allowing citizens to attend anytime between the posted times. Citizens may also attend virtually which will take place from March 22 to April 6. Citizens are encouraged to submit their comments regarding the proposed schematic designs. Ms. Zook also reviewed the Town's main points and what would be less impactful to the Town.

The Town Council strongly encouraged residents to attend the upcoming meeting and submit their comments in-person as well as requested staff to draw up a comparison of how each proposed alignment affects the Town in order to submit to TxDOT.

Bill Darling, 3362 N. Custer Rd, Co-founder of ManeGait Therapeutic Horsemanship, thanked the Council for their support on this item and shared their plans of expansion, which will allow them to double in size.

Ben Pruett, 4311 Whitley Place, emphasized and encouraged citizens to attend in person and submit their comments to show their support for the Town.

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.

3. **Consider and act upon the minutes from the February 22, 2022, Town Council meeting. (MLS)**
4. **Consider and act upon moving the Tuesday, March 22, 2022, regular Town Council meeting to Tuesday, March 29, 2022. (MLS)**
5. **Receive the January Financial Report. (BP)**
6. **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 and Zoning Commission on any Site Plan or Preliminary Site Plan, including CHC Prosper Trail, PISD, Preston Commons, and Prosper Wine House. (AG)**

Councilmember Bartley requested to pull item #6.

Mayor Pro-Tem Miller made a motion to approve consent agenda item 3 thru 5. Deputy Mayor Pro-Tem Andres seconded that motion, and the motion was unanimously approved.

Councilmember Bartley asked about the landscaping specifically the dumpster enclosure. She requested that staff ensures that it is disguised from view due to its location.

Councilmember Bartley made a motion to approve item 6. Councilmember Ray seconded that motion, and the motion was unanimously approved.

CITIZEN COMMENTS:

No comments were made.

Items for Individual Consideration:

7. **Consider an act upon Ordinance No. 2022-11 amending Field User Fees as contained in Section XIII of the Appendix to the Town Code of Ordinances. (DB)**

Mr. Baker stated the proposed ordinance increases fees for ballfield light use, mound adjustment, and field maintenance between games. It also removes the residency requirement for tournament teams playing out of season dates. Mr. Baker noted that partner organizations were amenable to the changes and fees are in line with comparable municipalities.

The Council discussed non-league play and practicing times with priority given to current leagues, how the mound adjustment/change out is done, as well as the proposed fees.

Deputy Mayor Pro-Tem Andres made a motion to approve Ordinance No. 2022-11 amending Field User Fees as contained in Section XIII of the Appendix to the Code of Ordinances. Councilmember Hodges seconded that motion, and the motion was unanimously approved.

8. Discuss and consider approving a covered parking structure for the Police Department. (DK)

Chief Kowalski presented an overview and objectives for maintaining operation readiness while remaining fiscally responsible with their fleet. Covered parking structure options were presented with a fabric and aluminum canopy, as well as with or without lighting and will be consistent with the overall design and components of the current facility. Based on the return on investment and keeping a high level of operational readiness, staff recommends the aluminum canopy with lighting.

The Council discussed the costs associated with the proposed options, when the quote expired, the benefits of adding lighting, and the importance of protecting the Town's assets.

Councilmember Hodges made a motion to approve option four (aluminum canopy with lighting) for the covered parking structure. Councilmember Ray seconded that motion, and the motion was unanimously approved.

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

9. Honor Walls. (DB)

Mr. Baker provided an update regarding the Honor Walls project including the funded amount versus the bids acquired. Due to the increasing labor and material costs, in order to complete the project, staff is requesting a budget amendment to fund the project.

The Council discussed concerns of the additional cost(s) associated to the project and whether to delay or move forward with the project. The consensus of the Council was to proceed with the project.

10. Downtown events. (DB)

Mr. Baker stated the Parks and Recreation Department are planning four newly funded events and introduced dates and preliminary event titles and ideas regarding the events.

11. Downtown Christmas decorations. (DB)

Mr. Baker provided an update to the Council regarding interest in adding additional Christmas decorations to the downtown area. He reviewed a list of options and costs associated with each.

The Council discussed their preferences and desire to see more lighting added along Main and Broadway, as well as incorporating the downtown businesses.

12. Regional leadership opportunities. (RB)

Ms. Battle reviewed numerous regional boards and councils the Town Council currently serve as well as the Town Council subcommittees.

EXECUTIVE SESSION:

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

Section 551.087 – To discuss and consider Economic Development Incentives and all matters incident and related thereto.

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

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

Section 551.074 – To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning and Zoning Commission.

The Town Council recessed into Executive Session at 7:33 p.m.

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

The Town Council reconvened the Regular Session at 8:23 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 8:23 p.m.

These minutes approved on the 29th day of March 2022.

APPROVED:

Ray Smith, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary



ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to stormwater inspections services.

Description of Agenda Item:

Due to the significant increase in Single Family Permits issued in the past couple of years and the need to remain in compliance with the Town's Stormwater Management Plan (SWMP) approved by the Texas Commission on Environmental Quality (TCEQ), we are recommending that we utilize a 3rd party inspector to assist our Stormwater Utility Administrator. The 3rd party inspection will support us in the following manner:

- Consultant to provide stormwater inspection services for an average of 20 hours per week (for new housing developments) for approximately 23 weeks.
- It is anticipated that the inspection consultant will visit each project site an average of 2-3 days per week. The intent of the site visits is to ensure compliance and maintenance of all necessary storm water measures required by the State. If during the course of an inspection, a violation is observed, the following process will be followed:
 - First Site Visit: Issue warning report to builder/developer of observed violation(s).
 - Second Site Visit (48-72 hours after first): Issue report of violation(s) to builder/developer, if necessary.
 - Third Site Visit (48-72 hours after second): Issue follow-up report of violations(s) to builder/developer, if necessary.
- Consultant's inspector will notify the builder/developer directly for reported violations. If at the time of the third reinspection the builder/developer has not complied, a third report will be issued to the builder/developer by the Consultant and the Town of Prosper will handle the "Stop Work" notification to the builder/developer.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for construction management and/or inspection support. Freese and Nichols, Inc., is included on the approved list.

Budget Impact:

The cost for the services is \$50,000. A total of \$50,000 was approved for these services in the FY2022 Adopted Budget in Account No. 450-5410-98-02.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Service Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to stormwater inspections services.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Freese and Nichols, Inc., and the Town of Prosper, Texas, related to stormwater inspections services.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FRESSE AND NICHOLS, INC.,
FOR STORMWATER INSPECTION SERVICES**

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

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional stormwater inspection services, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Fifty Thousand Dollars (\$50,000) for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

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

10. **Notices.** Any notices to be given hereunder by either Party to the other may be affected either by

personal delivery, in writing, or by registered or certified mail to the following addresses:

Freese and Nichols ,Inc.
Chris Jones, P.E. / Vice President
801 Cherry Street
Fort Worth, Texas 76102
Chris.Jones@freese.com

Town of Prosper
Harlan Jefferson, Town Manager
PO Box 307
Prosper, TX 75078
hjefferson@prospertx.gov

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

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

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

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

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

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

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

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

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

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

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

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

FREESE AND NICHOLS, INC.

TOWN OF PROSPER, TEXAS



By: _____
 Signature

 Chris Jones
 Printed Name

 Vice President/Principal
 Title

 3.16.2022
 Date

By: _____
 Signature

 Harlan Jefferson
 Printed Name

 Town Manager
 Title

 Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND FRESSE AND NICHOLS, INC., FOR STORMWATER INSPECTION SERVICES

I. PROJECT DESCRIPTION

With nearly 1000 permits per year being issued for new home development, The Town of Prosper needs staff augmentation to assist the Town with the inspection of Stormwater Inspection Services for the construction of new homes/developments.

II. TASK SUMMARY

Task 1 – Stormwater Inspection Services.

- A. Consultant to provide stormwater inspection services as described herein for an average of 20 hours per week for new housing developments in the Town of Prosper. Schedule of services will be for approximately 23 weeks at the average hours noted.
- B. Consultant's inspector's schedule will generally be visiting the project sites 2-3 days per week with the intent of providing inspection reports documenting violations with re-inspections as per below:
 - a. First Site Visit: Issue warning report to builder/developer of observed violation(s)
 - b. Second Site Visit (48-72 hours after first): Issue report of violation(s) to builder/developer, if necessary.
 - c. Third Site Visit (48-72 hours after second): Issue follow-up report of violations(s) to builder/developer, if necessary.
- C. Consultant's inspector will notify the builder/developer directly for reports of violations. If at the time of the third re-inspection the builder/developer has not complied, a third report will be issued to the builder/developer by the Consultant and the Town of Prosper will handle the "Stop Work" notification to the builder/developer.
- D. Inspection documentation will consist of utilizing The Town of Prosper's standard inspection form with all violations also documented by photographs.
- E. Consultant's inspector will develop a typical schedule of inspections based on the residential development locations and will generally follow the schedule unless the Town of Prosper is otherwise notified.
- F. Inspection reports will utilize the home address of each site unless otherwise agreed upon by Consultant and The Town of Prosper.

Consultant Assumptions:

1. Inspections will take place between the hours of 8 AM to 5 PM, Monday thru Friday (based on schedule).

III. DELIVERABLES

Task 1 – Stormwater Inspection Services: Consultant will provide daily inspection reports of violation(s) (if any) including photographs of witnessed violation(s) to the developer and the Town of Prosper via the Town's standard report. Reports will be transmitted via email to all parties.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FRESSE AND NICHOLS, INC.,
FOR STORMWATER INSPECTION SERVICES**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month Year	
Task 1 – Stormwater Inspection Services	September 2022	\$50,000
Total Compensation		\$50,000

II. COMPENSATION SUMMARY

Basic Services (Hourly Not to Exceed)	Amount
Task 1 – Stormwater Inspection Services	\$50,000
Total Basic Services:	\$50,000

The Town of Prosper will be bill at a rate of \$108.00 per hour for the services described in this Scope of Work.

Special Services (Hourly Not-to-Exceed)	Amount
Not Applicable	\$0
Total Special Services:	\$0

Direct Expenses	Amount
Not Applicable	\$0
Total Direct Expenses:	\$0

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

**EXHIBIT D
CONFLICT OF INTEREST AFFIDAVIT**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND FREESE AND NICHOLS, INC.,
FOR THE DALLAS PARKWAY WATER LINE PROJECT**

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

I, Chris Jones, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- ☐ Ownership of 10% or more of the voting shares of the business entity.
- ☐ Ownership of \$25,000.00 or more of the fair market value of the business entity.
- ☐ Funds received from the business entity exceed 10% of my income for the previous year.
- ☐ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least \$25,000.00.
- ☐ A relative of mine has substantial interest in the business entity or property that would be affected by my decision of the public body of which I am a member.
- ☐ Other: _____
- ☒ None of the Above.

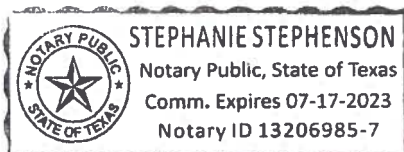
Upon filing this affidavit with the Town of Prosper, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of the public body which took action on the agreement.

Signed this 2nd day of March, 20 22

Chris Jones, Principal
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared _____ and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 2 day of March, 20 22



Stephanie Stephenson
Notary Public in and for the State of Texas

My Commission expires: 07-17-2023

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Freese and Nichols, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Stephanie Stephenson
Signature of vendor doing business with the governmental entity

03/2/2022
Date



PARKS AND RECREATION

To: Mayor and Town Council

From: Paul Naughton, RLA, Parks Planning Manager

Through: Harlan Jefferson, Town Manager
Robyn Battle, Executive Director of Community Services

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Dunaway Associates, Inc., and the Town of Prosper, Texas, related to the design of the First and Coit Community Park Phase 1 project.

Description of Agenda Item:

Dunaway Associates will perform professional design services for the Town of Prosper (“the Town”) to develop the Phase 1 of the First and Coit Community Park. Tasks will include data collection, topographic survey, developing a phase 1 concept plan, schematic design, geotechnical services, design documents, construction drawings, bidding documents and project administration. This Scope of Services is based upon the Sexton Park (a.k.a. First and Coit Community Park) Final Master Plan, dated December 4, 2015, as prepared by Dunaway. The Town has identified the following program priorities for Phase I development:

- Lighted Pickleball courts (4-8 courts)
- Lighted Tennis Courts (4)
- Lighted Baseball/Softball Complex (artificial turf or natural grass)
- Parking
- Irrigation Pond and Well
- Inclusive Playground
- Concession Stand with Restroom
- Restroom near playground
- Large Pavilion for rental
- Sprayground
- Entry sign
- Wayfinding
- Hike & Bike Trail
- Site Furnishings

This scope of services and fee schedule are based upon an approximate project budget of \$11,800,000.00.

On November 4, 2021, the Town received various responses from design firms on a Statement of Qualifications for Design Services for First and Coit Community Park. (SOQ No.2022-13-B). A review committee evaluated each response based on the following criteria: ability to meet the Town's needs, similar experience, professional qualifications, project management and references. Dunaway Associates was determined to be the best qualified firm to be selected. Dunaway has done work for the Town previously such as developing the First and Coit Community Park Master Plan, Pecan Grove Park Improvements, Frontier Park North, and the Parks, Recreation and Open Space Master Plan.

Budget Impact:

Funding for this contract in the amount of \$1,091,600.00 has been budgeted in the First and Coit Community Park Project (2122-PK) in the Capital Improvement Program. (Acct No. 750-5410-10-00-2122-PK).

Legal Obligations and Review:

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

Attached Documents:

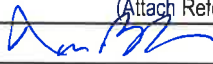
1. SOQ Matrix
2. Professional Service Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Dunaway Associates, and the Town of Prosper, Texas, related to the design of the First and Coit Community Park Phase 1 project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Dunaway Associates, and the Town of Prosper, Texas, related to the design of the First and Coit Community Park Phase 1 project.

Recommendation of Award	
Solicitation No:	SOQ- No. 2022-13-B
Solicitation Title:	Park Design Services for Sports Complex at First and Coit Community Park
Recommended Vendor:	Dunaway Associates
Line Items to Award:	All
Award Amount:	\$1,091,600.00
Budgeted Amount:	\$1,200,000.00
Funding Source:	750-5410-10-00-2122-PK
Target Council Date:	March 29, 2022
	(Allow sufficient time for processing by the Purchasing Office)
References Checked By:	Paul Naughton
	(Attach Reference Check Worksheets)
Reviewed and Approved By:	Dan Baker  3/21/22
	(Department Head or Executive Director)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK PHASE I PROJECT 2122-PK**

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

WITNESSETH:

WHEREAS, Town desires to obtain professional services in connection with the **First & Coit Community Park Phase I Project 2122-PK**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in **Exhibit A - Scope of Services** and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total lump sum fee of one million ninety-one thousand six hundred dollars (\$1,091,600.00) for the Project as set forth and described in **Exhibit B - Compensation Schedule** and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

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

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

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

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

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

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

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

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

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

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

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

Dunaway Associates, LLC
Chris Wilde, Chief Executive Officer
550 Bailey Avenue, Suite 400
Fort Worth, TX 76107
cwilde@dunaway.com

Town of Prosper
Harlan Jefferson, Town Manager
PO Box 307
Prosper, TX 75078
harlan_jefferson@prospertx.gov

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

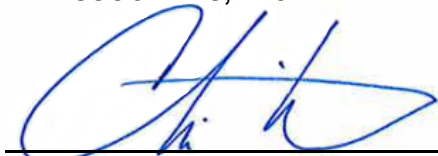
19. **"Anti-Israel Boycott" Provision.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott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

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

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

DUNAWAY ASSOCIATES, LLC

By:



Signature

Chris Wilde

Printed Name

Chief Executive Officer

Title

March 21, 2022

Date

TOWN OF PROSPER, TEXAS

By:

Signature

Harlan Jefferson

Printed Name

Town Manager

Title

Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC FOR THE FIRST & COIT COMMUNITY PARK PHASE I PROJECT 2122-PK

I. PROJECT DESCRIPTION

Perform professional design services for Phase 1 of park improvements

II. TASK SUMMARY

Task A. Data Collection & Topographic Survey

Task B. Phase I Conceptual Alternative

Task C. Schematic Design

Task D. Design Development

Task E. Final Construction Documents

Task F. Bid Phase

Task G. Construction Phase

Task H. Erosion Control Plan(s)

III. DELIVERABLES

Task A – Data Collection & Topographic Survey	Existing Conditions Base Map, Kick Off Mtg, Topographic Survey
Task B – Phase I Conceptual Alternative	Conceptual Alternative, Cost Opinion, Presentation, Concept Plan
Task C – Schematic Design	SD Drawings, Preliminary OPC, Geotechnical Report
Task D – Design Development	DD Drawings, TOC for Technical Specs
Task E Final Construction Documents	95% CD Drawings, 95% Specs, 100% CD Drawings, 100% Specs
Task F – Bid Phase	Prepare addendum if required.
Task G – Construction Phase	Final Reports, Submittals, Shop Drawings, Punch List, As-builts
Task H – Erosion Control Plan(s)	Provide Plan to CMAR for SWPPP

**PROPOSAL FOR PROFESSIONAL SERVICES
For
FIRST AND COIT COMMUNITY PARK PHASE I
Prosper, Texas**

March 16, 2022

I. PROJECT DESCRIPTION

Dunaway Associates, L.P. (“Dunaway”) will perform professional design services for the Town of Prosper (“Town”) for improvements at First and Coit Community Park Phase I (“Park”). This work will be guided by the Sexton Park Final Master Plan, as previously developed by Dunaway on December 4, 2015. Dunaway will prepare final construction documents for the Park improvements for the purpose of a Construction Manager at Risk (CMAR) publicly bidding the work in accordance with Town standards.

Dunaway’s scope of services includes professional topographic survey, landscape architectural, architectural and engineering services. This scope of services and fee schedule is based upon an approved program and approximate total construction budget of \$11,800,000.

II. SCOPE OF SERVICES

A. Data Collection & Topographic Survey

1. The Town will provide Dunaway existing base data information and electronic files for on-site and off-site conditions including, but not limited to: above and below ground utilities as-built drawings; easements; surveys; property lines; roadways; creek drainage; vegetation, etc.
2. Dunaway will provide an existing conditions Topographic Survey of the approximate 75-acre site. This survey will include the approximate middle of Coit Road, East First Street, and Equestrian Way, and to the southern edge of the pond area on the north. One-foot interval contours will be developed based upon the results of the measurements taken. Existing visible above-ground utility facilities will be located and depicted on the face of the survey along with any other visible improvements situated within the defined area. Town benchmarks (or other benchmarks) will be used as the basis of the vertical datum for this survey. The horizontal datum for this survey will be NAD83, Texas Central Zone, 4202 (State Plane Coordinate System). The dripline of the tree masses along the creek will be

First and Coit Community Park Phase I - Page 1 of 10

located, but not all the individual trees within this massing. For other areas on the site, trees 6-inches dbh and greater will be located, identified, and shown on the face of the survey.

3. Based upon base data information and electronic files as provided by the Town, as well as the existing conditions Topographic Survey, Dunaway will prepare existing conditions base maps.
4. Dunaway team members will attend one (1) kick-off meeting with Town representatives to discuss and confirm points of contact, technical criteria & requirements, the initial park development program, the overall project schedule & milestones, and the process for reviews by the Town.
5. While in Town for item A.4, Dunaway team members will perform one (1) site review with Town representatives to observe the current conditions at the Park, both on-site and off-site, and the areas for proposed development.

TASK A – Deliverables:

- Existing conditions base map in PDF format
- Kick-off meeting notes in PDF format
- Topographic Survey in PDF format

B. Phase I Conceptual Alternative

1. Dunaway will assemble the previous master plan files (2015), new base map, and concept imagery for a work session with Town staff and other representatives. Dunaway will facilitate a phone conference to discuss program priorities, initial staff ideas, potential theming, construction budget range for Phase I, etc. During this work session, a final list of program priorities will be agreed upon.
2. Based on the final program priorities identified in the group phone conference, Dunaway will prepare one (1) Conceptual Alternative for Phase I development. The Conceptual Alternative will include theming for the overall complex, as well as the possible phasing options.
3. Dunaway will prepare an overall Cost Opinion for the one (1) Conceptual Alternative.
4. Dunaway will attend one (1) meeting with Town staff to review the Conceptual Alternative and Cost Opinion.
5. Dunaway will prepare a consensus Concept Plan & Phasing Plan based upon input and approval by the Town.

6. Dunaway will assist Town staff in presenting the consensus Concept Plan & Phasing Plan to the Town Council.

TASK B – Deliverables:

- One (1) Conceptual Alternative in PDF format
- One (1) Cost Opinion in PDF format
- Powerpoint presentation in PDF format
- Consensus Concept Plan in PDF format

C. Schematic Design

1. Based upon the approved Concept Plan, Dunaway will prepare Schematic Design drawings for the proposed Park improvements. The Schematic Design drawings will consist of a preliminary site plan and separate graphics as necessary to show the conceptual configuration of key program elements.
2. In conjunction with the Schematic Design drawings, Dunaway will prepare a Preliminary Opinion of Probable Construction Cost for the proposed improvements.
3. Dunaway will attend one (1) meeting with Town representatives to review the Schematic Design Plans and Preliminary Opinion of Probable Construction Cost. This meeting will confirm the overall design and obtain Town approval before proceeding into the Design Development phase of work. If the Town chooses to increase the program and construction budget, Dunaway will review with the Town the required additional fees necessary to cover the increase in scope of work. Dunaway will not proceed into the Design Development phase until the final program and budget allocations have been approved in writing by the Town.
4. Based on the approved Schematic Design Plans & program, Dunaway will coordinate with a geotechnical engineer subconsultant for conducting site borings in the areas for proposed development. The geotechnical engineer will provide detailed analysis and recommendations/report to the Dunaway team. Dunaway will use the provided geotechnical report for the final design elements.

TASK C – Deliverables:

- Schematic Design Drawings in hard copy and PDF format
- Preliminary Opinion of Probable Cost
- Geotechnical report in PDF format

D. Design Development

1. Based upon approval of the Schematic Design Plans from the Town, Dunaway will prepare Design Development drawings for the proposed Park improvements. The Design Development drawings will be prepared at an approximate 50% level of completion of Construction Documents.
2. The Town and the CMAR will provide to Dunaway all front end documents, contracts, insurance requirements, general conditions, etc. for preparing the technical specifications.
3. Dunaway will prepare a preliminary Table of Contents for technical specifications.
4. Dunaway will submit the Design Development drawings and Table of Contents for the technical specifications to the Town and the CMAR for review and approval.
5. Dunaway will attend one (1) meeting with Town representatives and the CMAR to review the Design Development submittal. The Town will provide, in writing to Dunaway, all review comments for the Design Development submittal. Dunaway will obtain these comments and approval from the Town prior to proceeding into the Final Construction Documents. Dunaway will also provide a photometric plan for the proposed sports field lighting.

TASK D – Deliverables:

- Design Development Drawings in hard copy and PDF format
- List of Technical Specifications Sections (Table of Contents) in hard copy and PDF format

E. Final Construction Documents

1. Based upon approval from the Town for the Design Development submittal, Dunaway will prepare Final Construction Documents at an approximate 95% level of completion. The Construction Documents will be comprised of both the drawings and the technical specifications.
2. Based upon the 95% Construction Documents, Dunaway will assist the CMAR in their preparation of a final opinion of probable construction cost for the proposed Park improvements.
3. Dunaway will submit the 95% Construction Documents to the Town and the CMAR for final review and comments. The Town will provide Dunaway final, written comments for all revisions requested for the 95% Construction Documents.

4. Dunaway will attend one (1) meeting with Town representatives and the CMAR to review the 95% Construction Documents submittal and Town review comments. At this meeting, the Town will provide final comments, including those from various Town departments, to be included in the 100% Construction Documents.
5. At the 95% Construction Documents stage, Dunaway will submit required plans to the Town of Prosper DRC for review and comment leading to approval. It is anticipated this submittal will include the Plat (see A.6 above) and Site Plan Application with required exhibits. It is Dunaway's understanding that the Town of Prosper Park Dept. staff will manage the overall DRC review process and will attend all meetings as required by the DRC. Dunaway understands this process may delay or postpone final documents and plan production and that the Town will work to progressively pursue resolution to any such items preventing plan approval, and Dunaway will respond to require changes in like manner.
6. Dunaway will prepare final 100% Construction Documents for the CMAR to utilize in publicly bidding the project.
7. Dunaway will submit the final Construction Documents to a Town-approved, independent reviewer for the required Texas Department of Licensing and Regulation (TDLR) accessibility review.

TASK E – Deliverables:

- 95% Construction Drawings in hard copy and PDF format
- 95% Technical Specifications in hard copy and PDF format
- Final (100%) Construction Drawings in hard copy, PDF, and AutoCAD format
- Final (100%) Technical Specifications in hard copy and PDF format

F. Bid Phase

1. Dunaway will attend a pre-bid meeting with Town representatives, the CMAR, and the potential bidders.

2. Dunaway will assist the CMAR in preparing addendum(s), if required, during the bid

G. Construction Phase

1. Dunaway will assist the Town and CMAR by attending a maximum of eighteen (18) progress meetings during construction to evaluate completion of work by the Contractors. Should the number of requested meetings increase, such time can be provided by Dunaway (or subconsultants) as an additional service as requested and approved by the Town in writing. The CMAR will be responsible for the day-to-day administration of the construction contract.
2. Dunaway will prepare a written Field Report, as necessary, for key meetings attended during the construction of the project.
3. Dunaway will process and log submittal and shop drawing reviews as submitted by the CMAR during the construction process.
4. Dunaway will assist the Town and CMAR in attending one (1) final project walk-through to review the completion of work, as well as one (1) walk-through prior to substantial completion. Dunaway will provide written comments to the CMAR to utilize in preparing a final “punch list” for work to be completed by the contractors.

TASK G – Deliverables:

- Field Report in hard copy and PDF format
- Submittals & Shop Drawing reviews
- Final “Punch List” in hard copy and PDF format
- As-built drawings (from contractor’s notes) in CAD and PDF format

H. Erosion Control Plan(s)

In conjunction with the completion of the Final Construction Documents, Dunaway will prepare Erosion Control Plan(s) and provide to CMAR for their use in preparing a Stormwater Pollution Prevention Plan (SWPPP) for the proposed site development.

III. BASIS OF COMPENSATION

Dunaway Associates, L.P. will provide the above-described Scope of Services for a Lump Sum fee of one million ninety-one thousand six hundred dollars (\$1,091,600.00).

A. Data Collection & Topographic Survey	\$99,515
• Data Collection (\$14,515)	
• Topographic Survey (\$85,000)	
B. Phase I Conceptual Alternative	\$29,030
C. Schematic Design	\$87,900
• Schematic Design (\$62,900)	
• Geotechnical (\$25,000)	
D. Design Development	\$270,930
E. Final Construction Documents	\$551,530
F. Bid Phase	\$9,675
G. Construction Phase	\$29,020
H. Erosion Control Plan(s)	\$4,000

Total Professional Services	\$1,081,600
Reimbursable Expenses (Not to Exceed)	\$10,000
TOTAL	\$1,091,600

Reimbursable expenses will be additional to the Professional Services cost. These expenses include, but may be limited to such items as: reproduction costs, computer plotting, printing, mounting, travel/mileage, travel/tolls, copies, photography, meals, mail/couriers/deliveries, etc. Reimbursable expenses will be paid for at cost times a 1.10 multiplier.

IV. ADDITIONAL SERVICES

Additional services, not included in this Scope of Services, will be negotiated with the Town as necessary. Compensation will be based upon either a mutually agreed lump sum fee or on an hourly basis. Additional services must receive written authorization from the Town before being performed.

V. ASSUMPTIONS

- A. The Town has designated a construction budget for the Phase I design program of approximately \$11,800,000. Should this construction budget increase or decrease, or should the Town request a substantial number of alternate bid items be included in the construction document package, Dunaway and the Town will reevaluate this Scope of Services and determine the basis of compensation in accordance with revisions to the design services.

This Scope of Services is based upon the Sexton Park Final Master Plan, dated December 4, 2015, as prepared by Dunaway. The Town has identified the following program priorities for Phase I development:

- Lighted Pickleball courts (4-8 courts)
 - Lighted Tennis Courts (4)
 - Lighted Baseball/Softball Complex (artificial turf or natural grass)
 - Parking
 - Irrigation Pond and Well
 - Inclusive Playground
 - Concession Stand with Restroom
 - Restroom near playground
 - Large Pavilion for rental
 - Sprayground
 - Entry sign
 - Wayfinding
 - Hike & Bike Trail
 - Site Furnishings
- B. The Town will provide as expeditiously as possible all base information and electronic files which it currently has in its possession and as necessary to complete the Scope of Services as described herein. All information provided by the Town is assumed to be accurate and complete, unless otherwise indicated by the Town. Any information required to complete this Scope of Services that cannot be readily provided by the Town will remain the responsibility of the Town.

- C. This Scope of Services does not include any as-built surveys or easements by separate instrument.
- D. This scope of services does not include Construction Staking Services.
- E. This Scope of Services does not include any services associated with preparing an Environmental Assessment (EA) or Environmental Impact Statement (EIS). It is not anticipated that the project will require any environmental services.
- F. This Scope of Services does not include and hydrology/hydraulic analysis, floodplain analysis, etc. for the existing creek/pond.
- G. This Scope of Services does not include any water agency coordination or permitting with agencies such as US Army Corps of Engineers, TCEQ, FEMA, etc.
- H. This Scope of Services does not include any services associated with preparing a Cultural Resource Survey and/or coordination with the Texas Historical Commission (THC).
- I. This Scope of Services does not include any services for traffic studies or transportation engineering/planning studies. However, Dunaway will provide a vehicle routing exhibit depicting the EMS/fire access.
- J. Dunaway will provide graphics/exhibits to the Town as developed during the design phases and utilized for public input meetings. This Scope of Services does not include specialty marketing materials to be utilized by the Town for such items as brochures, flyers, posters, 3D animations, videos, etc.
- K. It is anticipated that the CMAR will pay for all required governmental processing fees, public notice advertising costs, and printing of bid documents/plans for bidding and construction.
- L. It is anticipated that the Phase I park design will be prepared as one bid package. If additional bid packages are required by the Town for phasing breakouts, Dunaway and the Town will reevaluate this Scope of Services to address additional fees not covered in this Scope of Services.
- M. It is assumed that the CMAR will be responsible for producing all preliminary as-built drawings required for this project. From this information, Dunaway will provide

the Town electronic drawings (CAD and PDF format) with information & notes provided by the CMAR.

VI. COST ESTIMATES

Any Opinion of Probable Construction Cost (OPCC) provided by Dunaway will be on a basis of experience and judgment, but since it has no control over market conditions of bidding procedures, Dunaway cannot warrant that bids or ultimate construction costs will not vary from these OPCC. Dunaway will coordinate OPCC with the CMAR at various steps within the project.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK PHASE I PROJECT 2122-PK**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed		
Task A – Data Collection & Topographic Survey	April-May 2022	\$99,515
Task B – Phase I Conceptual Alternative	April-May 2022	\$29,030
Task C – Schematic Design	June-July 2022	\$87,900
Task D – Design Development	Aug-Sept 2022	\$270,930
Task E – Final Construction Documents	Oct-Dec 2022	\$551,530
Task F – Bid Phase	Jan-Feb 2023	\$9,675
Task G – Construction Phase	TBD/Town	\$29,020
Task H – Erosion Control Plan(s)	Dec 2022	\$4,000
Total Compensation		\$1,081,600

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task A – Data Collection & Topographic Survey	\$99,515
Task B – Phase I Conceptual Alternative	\$29,030
Task C – Schematic Design	\$87,900
Task D – Design Development	\$270,930
Task E – Final Construction Documents	\$551,530
Task F – Bid Phase	\$9,675
Task G – Construction Phase	\$29,020
Task H – Erosion Control Plan(s)	\$4,000
Total Basic Services:	\$1,081,600

Special Services (Hourly Not-to-Exceed)	Amount
None	\$0
Total Special Services:	\$0

Direct Expenses	Amount
Expenses	\$10,000
Total Direct Expenses:	\$10,000

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

D. OTHER INSURANCE PROVISIONS

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

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

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

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

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

**PROFESSIONALSERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK PHASE I PROJECT 2122-PK**

EXHIBIT E

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;">OFFICE USE ONLY</div> <div style="padding-top: 10px;"> Date Received </div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%;"> Date </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

PLANNING



To: Mayor and Town Council

From: Khara Dodds, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between the Prestonwood Baptist Church and the Town of Prosper, Texas, related to the construction of a temporary parking lot (D22-0015).

Description of Agenda Item:

On March 15, 2022, the Planning and Zoning Commission unanimously approved a site plan for the construction of a 364-space temporary parking lot for Prestonwood Baptist Church at 1001 Prosper Trail, Prosper, Texas. This approval was subject to a Development Agreement to be approved by the Town Council. A Development Agreement has been prepared accordingly. In summary, the Development Agreement describes the following:

- Caps the number of temporary parking spaces at 364 spaces.
- Identifies the Church as the party fully responsible for maintenance of the temporary parking lot.
- Upon termination of use, it requires the Church to restore the area where the parking lot is located back to the condition prior to construction of the lot.
- Describes the term limits on the temporary parking lot. The lot shall be permitted for 5 years with 2 one-year extensions.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality.

Attached Documents:

1. Development Agreement
2. Exhibits

Staff Recommendation:

Staff recommends the Town Council authorize the Town Manager to execute a Development Agreement between the Prestonwood Baptist Church and the Town of Prosper, Texas, related to the construction of a temporary parking lot.

Proposed Motion:

I move to authorize the Town Manager to execute a Development Agreement between the Prestonwood Baptist Church and the Town of Prosper, Texas, related to the construction of a temporary parking lot.

**TEMPORARY PARKING LOT AGREEMENT BETWEEN THE TOWN OF PROSPER,
TEXAS, AND PRESTONWOOD BAPTIST CHURCH**

THIS TEMPORARY PARKING LOT AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND PRESTONWOOD BAPTIST CHURCH (hereinafter referred to as the "Agreement") is made and entered into by and between the Town of Prosper, Texas (hereinafter referred to as the "Town"), a Texas home-rule municipality, and Prestonwood Baptist Church (hereinafter referred to as the "Church").

WHEREAS, on or about February 11, 2022, the Church filed with the Town a Development Application to allow for a Temporary Parking Lot (hereinafter "Temporary Parking Lot") on the Church's property at 1001 Prosper Trail in the Town; and

WHEREAS, both the Town and the Church (hereinafter referred to collectively as the "Parties") recognize the need for additional parking at the Church due to an increase in the number of attendees, particularly on or around holidays when special events are held at the Church, and that an additional parking area at the Church will assist in addressing the illegal parking of motor vehicles on grass or on Town right-of-way; and

WHEREAS, that portion of the Church property best suited for the placement of the Temporary Parking Lot is generally depicted on the attached Revised Site Plan, attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Town and the Church have reached certain agreements and understandings regarding the Temporary Parking Lot, which agreements and understandings are set forth in this Agreement; and

WHEREAS, the Town and the Church find that (1) the execution of this Agreement is necessary for the benefit of the public; (2) both the Town and the Church have a strong public safety interest in limiting the parking of motor vehicles on unauthorized surfaces or at impermissible locations, including in the public right-of-way; and (3) the matters contained herein are in the common interest of both Parties to accomplish a public purpose.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Church agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

This Agreement shall become effective upon the Effective Date and shall remain in effect for a term of five (5) years. The words "Effective Date" mean the date of the last party to execute this Agreement by and between the Town and the Church. The Church may receive no more than two (2) one-year extensions of the term of this Agreement.

SECTION 3. AGREEMENTS OF THE PARTIES.

- (a) **Temporary Parking Lot.** The Temporary Parking Lot shall accommodate no more than 364 parking spaces, and the dimensions of said spaces shall be in accordance with existing Town parking standards. The Church shall be fully responsible to maintain the Temporary Parking Lot. Should the Church determine that the Temporary Parking Lot is no longer desired or should the term of this Agreement, as amended, expire, the Church shall restore the property to its current condition prior to the construction of the Temporary Parking Lot unless the Church has made application with the Town for other use of the property on which the Temporary Parking Lot is located.
- (b) **No Cost to the Town.** The Parties agree that all costs and expenses associated in any way with the Temporary Parking Lot shall be borne exclusively by the Church and the Town shall have no monetary obligations created by and through this Agreement.
- (c) **Maintenance of Temporary Parking Lot.** Until such time as this Agreement either terminates or expires, the Church shall be responsible for maintaining the Temporary Parking Lot, at its sole expense, such that the parking area is in good operating condition, free of unreasonable uneven areas, provides safe access and egress, has reasonably marked parking spaces, handicap spaces, and adequate pathways for access and egress by emergency vehicles.

SECTION 4. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the courts of Collin County, Texas.
- (c) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto and further, this Agreement

shall be deemed a covenant that runs with the land. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. The Church warrants and represent that the individual executing this Agreement on the Church's behalf has full authority to execute this Agreement and bind the Church to the same.

- (d) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (f) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (g) **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- (h) **Sovereign Immunity.** By entering into and executing this Agreement, the Parties agree that the Town has not waived, limited or surrendered its sovereign immunity, except as may be specifically provided by law.
- (i) **Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to mediation.

[The Remainder of this Page Intentionally Left Blank]

APPROVED by the Town Manager of the Town of Prosper, Texas, on the _____ day of _____, 2022.

ATTEST:

TOWN OF PROSPER

Name: Michelle Lewis Sirianni
Title: Town Secretary

By: _____
Name: Harlan Jefferson
Title: Town Manager, Town of Prosper

Date: _____

Date: _____

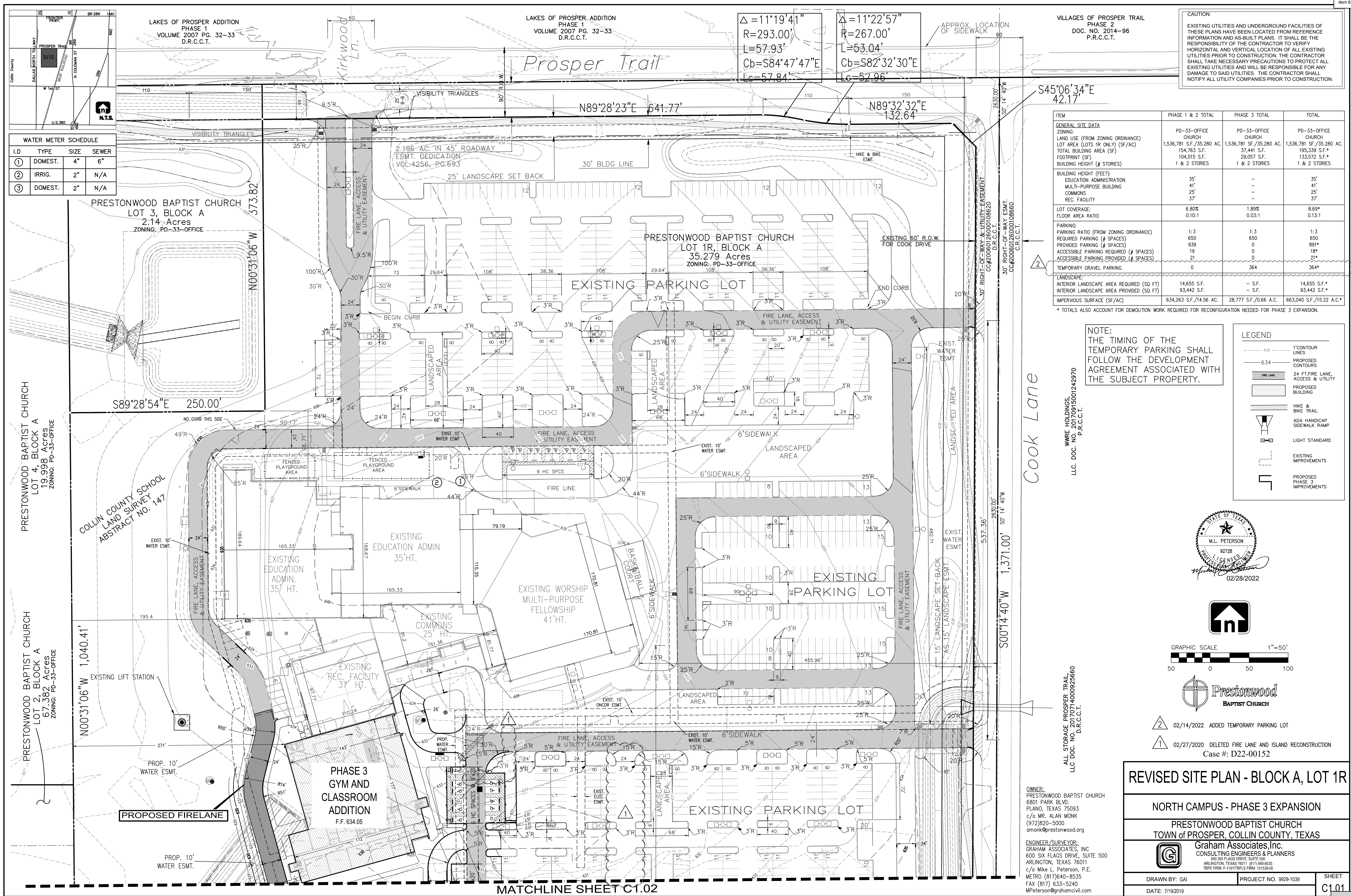
APPROVED by Prestonwood Baptist Church on the 22 day of March, 2022.

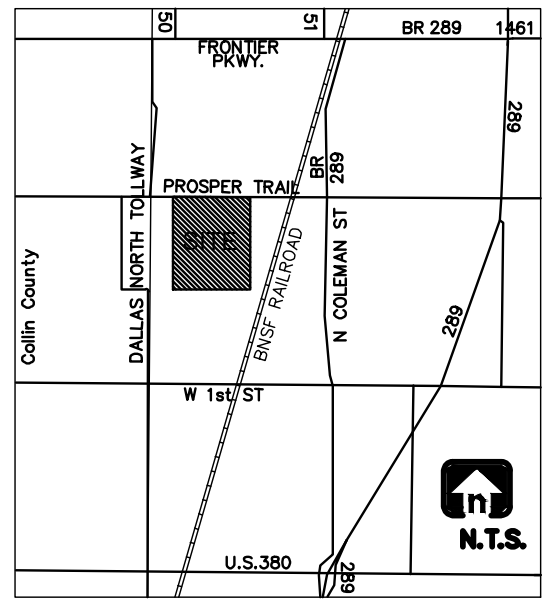
PRESTONWOOD BAPTIST CHURCH

By: 
Title: Executive Pastor

Date: 3-22-22

EXHIBIT A
(Revised Site Plan)





LEGEND	
635	1' CONTOUR LINES
634	PROPOSED CONTOURS
	24 FT. FIRE LANE, ACCESS & UTILITY
	PROPOSED BUILDING
	HIKE & BIKE TRAIL
	ADA HANDICAP SIDEWALK RAMP
	LIGHT STANDARD
	EXISTING IMPROVEMENTS
	PROPOSED PHASE 3 IMPROVEMENTS

ITEM	PHASE 1 & 2 TOTAL	PHASE 3 TOTAL	TOTAL
GENERAL SITE DATA			
ZONING:	PD-33-OFFICE CHURCH	PD-33-OFFICE CHURCH	PD-33-OFFICE CHURCH
LAND USE (FROM ZONING ORDINANCE)	1,536,781 S.F./35.280 AC.	1,536,781 S.F./35.280 AC.	1,536,781 S.F./35.280 AC.
LOT AREA (LOTS 1R ONLY) (SF/AC)	154,763 S.F.	37,441 S.F.	195,339 S.F.*
TOTAL BUILDING AREA (SF)	104,515 S.F.	29,057 S.F.	133,572 S.F.*
FOOTPRINT (SF)	1 & 2 STORIES	1 & 2 STORIES	1 & 2 STORIES
BUILDING HEIGHT (# STORIES)			
BUILDING HEIGHT (FEET):	35'	-	35'
EDUCATION ADMINISTRATION	41'	-	41'
MULTI-PURPOSE BUILDING	25'	-	25'
COMMONS	37'	-	37'
REC. FACILITY			
LOT COVERAGE:	6.80%	1.89%	8.69*
FLOOR AREA RATIO	0.10:1	0.03:1	0.13:1
PARKING:			
PARKING RATIO (FROM ZONING ORDINANCE)	1:3	1:3	1:3
REQUIRED PARKING (# SPACES)	650	650	650
PROVIDED PARKING (# SPACES)	939	0	891*
ACCESSIBLE PARKING PROVIDED (# SPACES)	19	0	18*
ACCESSIBLE PARKING REQUIRED (# SPACES)	21	0	21*
TEMPORARY GRAVEL PARKING	0	364	364*
LANDSCAPE:			
INTERIOR LANDSCAPE AREA REQUIRED (SQ FT)	14,655 S.F.	- S.F.	14,655 S.F.*
INTERIOR LANDSCAPE AREA PROVIDED (SQ FT)	93,442 S.F.	- S.F.	93,442 S.F.*
IMPERVIOUS SURFACE (SF/AC)	634,263 S.F./14.56 AC.	28,777 S.F./0.66 AC.	663,040 S.F./15.22 AC.*

* TOTALS ALSO ACCOUNT FOR DEMOLITION WORK REQUIRED FOR RECONFIGURATION NEEDED FOR PHASE 3 EXPANSION.

CAUTION:

EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

GENERAL NOTES:

Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.

Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.

Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.

Landscape shall conform to landscape plans approved by the town.

All elevations shall comply with the standards contained within the Comprehensive 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.

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.

Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Uniform 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.

Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.

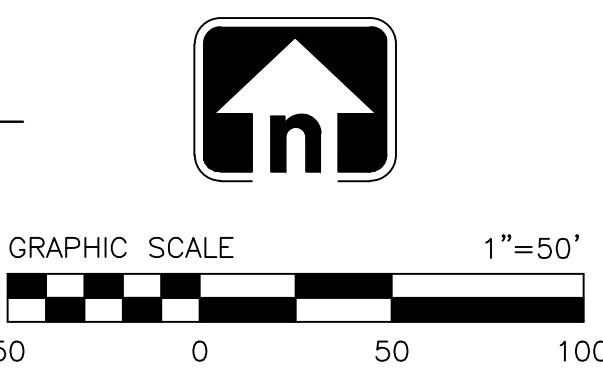
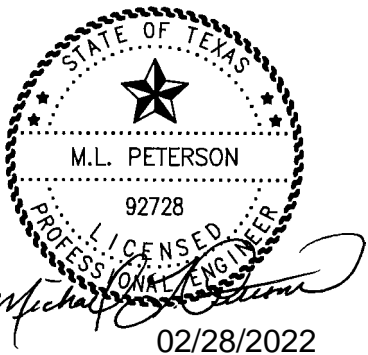
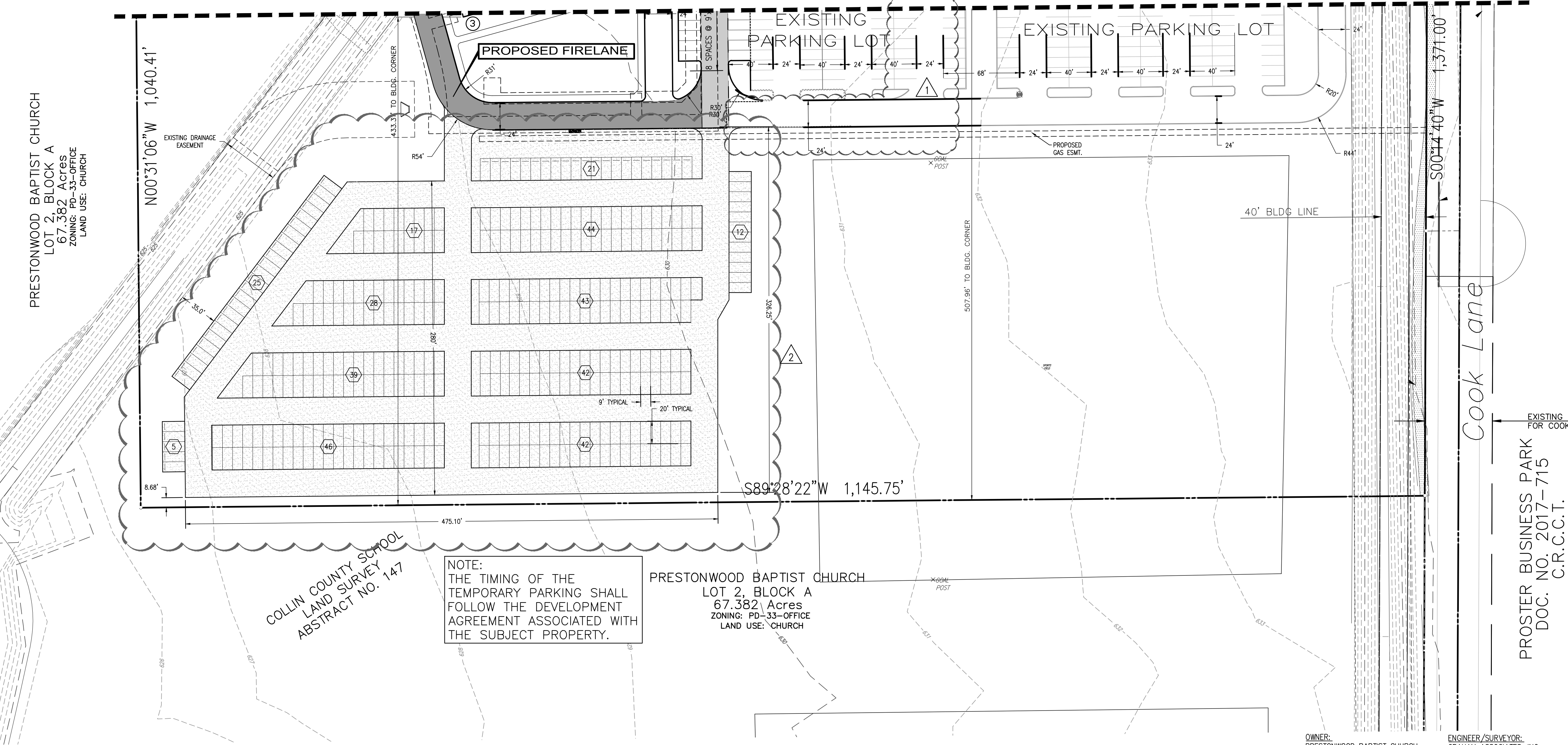
Approval of the site plan is not final until all engineering plans are approved.

Site plan approval is required prior to grading release.

All new electrical lines shall be installed and/or relocated underground.

All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.

MATCHLINE SHEET C1.01



- 2 02/14/2022 ADDED TEMPORARY PARKING LOT
- 1 02/27/2020 DELETED FIRE LANE AND ISLAND RECONSTRUCTION Case #: D22-00152

REVISED SITE PLAN - BLOCK A, LOT 1R

NORTH CAMPUS - PHASE 3 EXPANSION

PRESTONWOOD BAPTIST CHURCH
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
400 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TYPE FIRM: F-119176PLS.FRM: 101638-00

DRAWN BY: GAI PROJECT NO. 9929-1039 SHEET
DATE: 7/19/2019 C1.02

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services
Khara Dodds, AICP, Director of Development Services

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon a Site Plan, Landscape Plan, and Façade Plan for a restaurant with drive-through service (Salad and Go), in the Shops at Prosper Trail development, on 1.1± acres, located on the east side of Preston Road, north of Prosper Trail. The property is zoned Planned Development-68 (PD-68) and Specific Use Permit-39 (S-39). (D22-0011).

Description of Agenda Item:

On January 11, 2022, Town Council approved S-39 allowing for a Salad and Go restaurant with drive-through service on the subject property. In addition, PD-68 requires Planning & Zoning Commission and Town Council approval of the Site Plan, Landscape Plan, and Façade Plan in this development. The Site Plan shows a restaurant with drive-through service, totaling 750 square feet. The Site Plan, Landscape Plan, and Façade Plan conform to the PD-68 and S-39 development standards.

Attached Documents:

1. Location Map
2. Site Plan
3. Landscape Plan
4. Façade Plan

Planning & Zoning Commission Recommendation:

At their March 1, 2022 meeting, the Planning & Zoning Commission recommended the Town Council approve the Site Plan, Landscape Plan, and Façade Plan for a restaurant with drive-through service (Salad and Go), in the Shops at Prosper Trail development, on 1.1± acres, located on the east side of Preston Road, north of Prosper Trail, subject to the following:

1. Town Council approval of the Site Plan, Landscape Plan, and Façade Plan.
2. Town staff approval of civil engineering, irrigation, open space, and address plans.
3. Town staff approval of all fire hydrants, fire department connections (FDC) and fire lanes, including widths, radii, and location.

Staff Recommendation:

Staff recommends approval of the Site Plan, Landscape Plan, and Façade Plan for a restaurant with drive-through service (Salad and Go), in the Shops at Prosper Trail development, on 1.1± acres, located on the east side of Preston Road, north of Prosper Trail, subject to the following:

1. Town staff approval of civil engineering, irrigation, open space, and address plans.
2. Town staff approval of all fire hydrants, fire department connections (FDC) and fire lanes, including widths, radii, and location.

Proposed Motion:

I move to approve a Site Plan, Landscape Plan, and Façade Plan for a restaurant with drive-through service (Salad and Go), in the Shops at Prosper Trail development, on 1.1± acres, located on the east side of Preston Road, north of Prosper Trail, subject to the following:

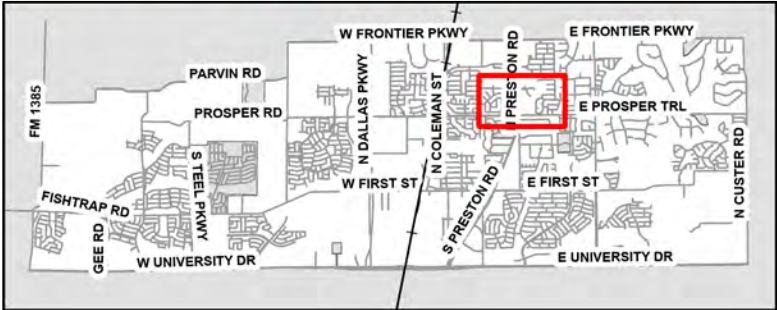
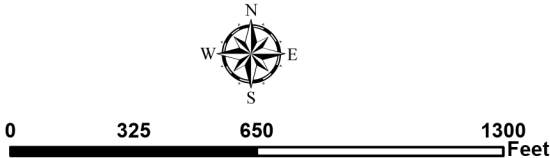
1. Town staff approval of civil engineering, irrigation, open space, and address plans.
2. Town staff approval of all fire hydrants, fire department connections (FDC) and fire lanes, including widths, radii, and location.

D22-0011 - Salad and Go

Item 9.

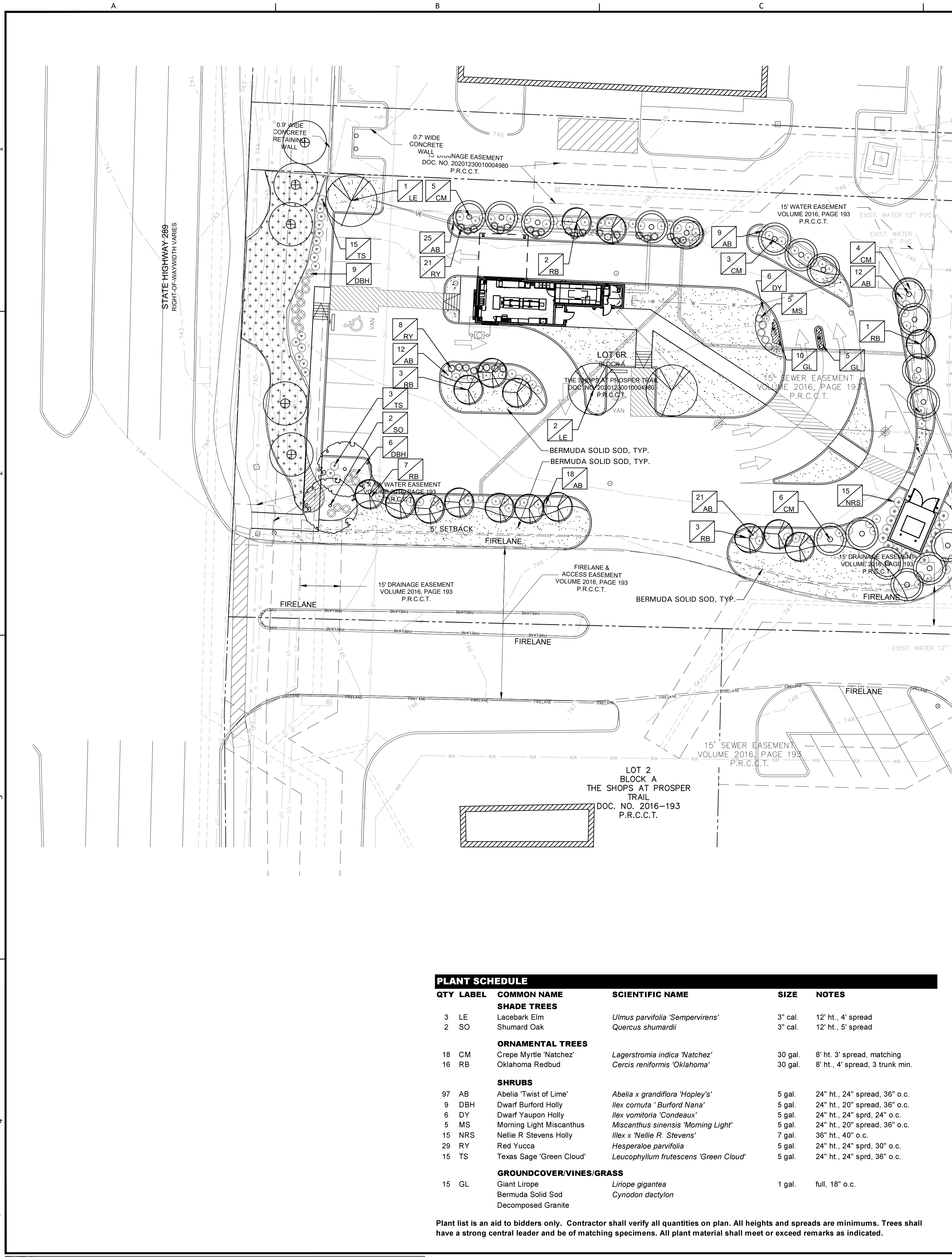


This map is for illustration purposes only.



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LANDSCAPE TABULATIONS for Prosper, TX
PERIMETER REQUIREMENTS

1. A 30' landscape area shall be provided adjacent to and outside of the r.o.w. on all properties.	
2. One tree, 3" caliper, shall be provided for every 30 l.f. of roadway frontage.	
3. A minimum of 15 shrubs, 5 gal. shall be planted for every 30 l.f. of roadway frontage.	
4. Parking a butting the landscape area shall be screened from adjacent roadway.	
5. Where development is adjacent to the property line of parcels zoned for uses other than residential, a 5' wide landscape area is required.	
6. One small tree and one 5 gallon shrubs shall be planted for every 15 l.f. in the 5' wide landscape area in the drive thru area	
State Highway 289 - 166 l.f.	
REQUIRED	PROVIDED
30' buffer	30' buffer
5.5 (3" cal.) trees	5 existing trees; 1 proposed tree
83 (5 gal.) shrubs	mass of existing shrubs to remain 83+ shrubs; 33 additional shrubs added
parking screen	parking screen is existing but additional shrubs to be provided
Drive Through Area - 127'	
REQUIRED	PROVIDED
10' buffer	10' buffer
8 ornamental trees	8 ornamental trees
42 (5 gal.) shrubs	46 proposed shrubs
South and West - 307 l.f.	
REQUIRED	PROVIDED
5' buffer	5' buffer
21 ornamental trees	21 ornamental trees
21 (5 gal.) shrubs	51 proposed shrubs

INTERIOR PARKING LOT LANDSCAPE

1. 15 s.f. of landscaping shall be provided for each parking space.	
2. One shade tree, 3" cal. shall be provided no farther than 150' from every parking space. One large tree is required for each parking terminus island or 3 small trees for one required large tree.	
Parking Spaces = 10	
REQUIRED	PROVIDED
150 s.f. landscape	1068 s.f. landscape

OPEN SPACE

1. 7% of the net lot area shall be open space. Open space cannot include vehicular paving, required parking lot landscape islands, building footprint, utility yards, required landscape setbacks, sidewalks or detention ponds.	
REQUIRED	PROVIDED
3,286 s.f. landscape	3,874 s.f. landscape

PLANT OF PROSPER LANDSCAPE GENERAL NOTES

1. PLANT MATERIAL SHALL BE MEASURED AND SIZED ACCORDING TO THE LATEST EDITION OF THE TEXAS NURSERY AND LANDSCAPE ASSOCIATION (TNLA) SPECIFICATIONS, GRADES AND STANDARDS.
2. ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN APPROVAL AND MUST BE SPECIFIED ON THE APPROVED LANDSCAPE PLAN.
3. ALL TURF AREAS TO BE ESTABLISHED PRIOR TO CERTIFICATE OF OCCUPANCY, UNLESS OTHERWISE APPROVED BY THE TOWN.
4. GROUND COVERS IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN ONE YEAR OF PLANTING AND MAINTAIN ADEQUATE COVERAGE AS APPROVED BY THE TOWN.
5. TREES MUST BE PLANTED 9 FEET OR GREATER FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND OR OTHER STRUCTURES. THE TOWN HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
6. TREE PITS SHALL HAVE ROUGHENED SIDES AND BE TWO TO THREE TIMES WIDER THAN THE ROOT BALL OF THE TREE IN ORDER TO FACILITATE HEALTHY ROOT GROWTH.
7. TREE PITS SHALL BE TESTED FOR WATER PERCOLATION. IF WATER DOES NOT DRAIN OUT OF PIT WITHIN A 24 HOUR PERIOD, THE CONTRACTOR SHALL PROVIDE BERMING OR DEVISE ALTERNATIVE DRAINAGE.
8. TREES SHALL NOT BE PLANTED DEEPER THAN THE BASE OF THE TRUNK FLARE.
9. THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCK AND OTHER DEBRIS.
10. BURLAP, TWINE AND WIRE BASKETS SHALL BE LOOSEENED AND PULLED BACK FROM TRUNK OF TREE AS MUCH AS POSSIBLE.
11. TREES SHALL BE WATERED TO EXCESS THAT RESULTS IN SOIL SATURATION. IF SOIL BECOMES SATURATED, THE WATERING SCHEDULE SHALL BE ADJUSTED TO ALLOW FOR DRAINAGE AND ABSORPTION OF THE EXCESS WATER.
12. A 3-4" LAYER OF MULCH SHALL BE PROVIDED AROUND THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULLED BACK 1-2" FROM THE TRUNK OF THE TREE.
13. NO PERSONS OR ENTITY MAY USE IMPROPER OR MALICIOUS MAINTENANCE OR PRUNING TECHNIQUES WHICH WOULD LIKELY LEAD TO THE DEATH OF THE TREE. IMPROPER OR MALICIOUS TECHNIQUES INCLUDE, BUT ARE NOT LIMITED TO: TOPPING OR OTHER UNSYMMETRICAL TRIMMING OF TREES, TRIMMING TREES WITH BACKHOE, OR USE OF FIRE OR POISON TO CAUSE DEATH OF A TREE.
14. TOPSOIL SHALL BE A MINIMUM OF 8" IN DEPTH FOR PLANTING AREAS. SOIL SHALL BE FREE OF STONES, ROOTS AND CLODS AND ANY OTHER FOREIGN MATERIAL THAT IS NOT BENEFICIAL TO PLANT GROWTH.
15. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3" OF MULCH.
16. TREES OVERHANGING WALKS AND PARKING SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 7'. TREES OVERHANGING PUBLIC STREET PAVEMENT DRIVE AREAS SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 14'.
17. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS, WHERE SHRUBS ARE NOT TO EXCEED 9' IN HEIGHT AND TREES SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF 9'.
18. TREES PLANTED ON A SLOPE SHALL HAVE THE TREE WELL AT THE AVERAGE GRADE OF SLOPE.
19. NO SHRUBS SHALL BE PERMITTED WITHIN AREAS LESS THAN 3' IN WIDTH. ALL BEDS LESS THAN 3' IN WIDTH SHALL BE GRASS, GROUND COVER OR SOME TYPE OF COVER.
20. THE OWNER, TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERMANENCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, EDGING, PRUNING, FERTILIZING, WATERING, AND OTHER ACTIVITIES NECESSARY FOR THE MAINTENANCE OF LANDSCAPED AREAS.
21. ALL PLANT MATERIALS SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT IS DAMAGED, DESTROYED OR REMOVED SHALL BE REPLACED WITH PLANT MATERIAL OF SIMILAR SIZE AND VARIETY WITHIN 30 DAYS UNLESS OTHERWISE APPROVED BY THE TOWN OR PRINTER.
22. LANDSCAPE AND OPEN AREAS SHALL BE KEPT FREE OF TRASH, LITTER AND WEEDS.
23. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS. OVERSPRAY ON STREETS AND WALKS IS PROHIBITED. A PERMIT FROM THE BUILDING INSPECTION DEPARTMENT IS REQUIRED FOR EACH IRRIGATION SYSTEM.
24. NO PLANT MATERIAL SHALL BE ALLOWED TO ENCROACH ON THE RIGHT-OF-WAY, SIDEWALKS, OR EASEMENTS TO THE EXTENT THAT THE VISION OR ROUTE OF TRAVEL FOR VEHICULAR, PEDESTRIAN OR BICYCLE TRAFFIC IS IMPAIRED.
25. NO PLANTING AREA SHALL EXCEED 3:1 SLOPE. 3' HORIZONTAL TO 1' VERTICAL.
26. EARTHEN BERMS SHALL NOT INCLUDE CONSTRUCTION DEBRIS. CONTRACTOR MUST CORRECT SLURPAGE OR DAMAGE TO THE SMOOTH FINISH GRADE OF THE BERM PRIOR TO ACCEPTANCE.
27. ALL WALKWAYS SHALL MEET A.D.A. AND T.A.S. REQUIREMENTS.
28. CONTACT TOWN OF PROSPER PARKS AND RECREATION DIVISION AT (972) 348-3502 FOR LANDSCAPE INSPECTION. NOTE THAT LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLANS PRIOR TO FINAL ACCEPTANCE BY THE TOWN AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
29. FINAL INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO MANHOLES, VALVES, WATER METERS, CLEANOUTS, AND OTHER APPURTENANCES, TO BE ACCESSIBLE, ADJUSTED TO GRADE, AND TO THE TOWN OF PROSPER PUBLIC WORKS DEPARTMENT STANDARDS. PRIOR TO CALLING FOR LANDSCAPE INSPECTION, CONTRACTOR IS RESPONSIBLE FOR MARKING ALL MANHOLES, VALVES, WATER METERS, CLEANOUTS, AND ALL OTHER UTILITY APPURTENANCES WITH FLAGGING OR FIELD VERIFICATION BY THE TOWN.

- PRUNING AND TRIMMING NOTES
1. CONTRACTOR SHALL PRUNE ALL EXISTING TREES ON-SITE USING STANDARD GUIDELINES IN THE INDUSTRY.
 2. ALL TREES SHALL BE TRIMMED SO THAT NATURAL SHAPES OF THE PLANTS ARE RETAINED.
 3. DO NOT TOP OR HEAD TREES.
 4. IF BALLING OR SHEARING OF TREES HAS OCCURRED IN THE PAST, DISCONTINUE THIS PRACTICE AND ALLOW PLANTS TO GROW INTO NATURAL SHAPE.
 5. REMOVE SUCKERS, DEAD, DYING, DISEASED, BROKEN AND / OR WEAK BRANCHES FROM ALL TREES ALONG THE MAIN TRUNK STRUCTURE AND WITHIN THE BRANCHING AREA.
 6. CONTRACTOR SHALL PRUNE EXISTING DECIDUOUS HARDWOOD BY REMOVING LOWER LIMBS TO RAISE THE CANOPY. THE BOTTOM OF THE CANOPY SHALL BE RAISED TO 12'-0" ABOVE GRADE FOR DECIDUOUS HARDWOOD TREES, WHEN POSSIBLE. THE INTEGRITY OF THE CANOPY AND STRUCTURE OF THE TREE SHALL BE MAINTAINED. DO NOT CUT OR PRUNE CENTRAL LEADERS.
 7. CONTRACTOR SHALL THIN THE CANOPY BY ONE-FOURTH. PRUNE TREE TO EVENLY SPACE BRANCHES WITHIN THE CANOPY WHENEVER POSSIBLE. REMOVE THOSE LIMBS THAT CROSS OTHERS, DOUBLE LEADERS AND THOSE THAT EXCESSIVELY EXTEND BEYOND THE NATURAL CROWN OF THE TREE.
 8. CONTRACTOR SHALL PROVIDE DEEP ROOT FEEDING AND INVIGORATION OF EXISTING TREES. THIS SHALL BE ORGANIC BASED NUTRIENTS BASED FOR ROOT GROWTH AND LEAF GROWTH STIMULATION.
 9. CONTRACTOR SHALL BE REQUIRED TO CHIP ALL REMOVED BRANCHES, LEAFS, ETC.

IRRIGATION

1. ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS

1. VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
2. MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
3. ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS

1. STEEL EDGING SHALL BE 3/16" X 4 X 16" DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
2. RIVER ROCK SHALL BE ARIZONA RIVER ROCK, 2" - 4" DIAMETER. RIVER ROCK SHALL BE COMPACTED TO A MINIMUM OF 3" DEPTH OVER FILTER FABRIC.
3. DECOMPOSED GRANITE SHALL CONSIST OF A NATURAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER AND COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE. DG SHALL BE PLACED OVER FILTER FABRIC AT A MINIMUM OF 3" DEPTH.
4. BOULDERS SHALL BE ON AVERAGE 36" X 24" X 24" AND A MIN. OF SOLES. BOULDER TO BE SET IN GROUND ON A 1" SAND SETTING BED, APPROXIMATELY 2" BELOW FINISH GRADE. BOULDER SHOULD HAVE A WEATHERED FINISH. EACH BOULDER HAS A NATURAL TOP AND BOTTOM. ENSURE THAT THE BOULDER IS POSITIONED CORRECTLY BEFORE INSTALLATION.

GRAPHIC SCALE
0 20 40 FEET
Scale 1"=20' - 0"

GENERAL LAWN NOTES

1. CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
2. LAWN AREAS SHALL BE LEFT 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
3. CONTRACTOR TO FIND GRADE AREAS TO ACHIEVE FINAL CONTOURS AS SHOWN ON CIVIL DRAWINGS. POSITIVE DRAINAGE SHALL BE PROVIDED AWAY FROM ALL BUILDINGS, ROUNDING AT TOP AND BOTTOM OF SLOPES SHALL BE PROVIDED AND IN OTHER BREAKS IN GRADE. CORRECT AREAS WHERE STANDING WATER MAY OCCUR.
4. ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
5. CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" IN DIAMETER AND LARGER, REMOVE ALL DIRT CLODS, STICKS, CONCRETE SPOILS, TRASH ETC PRIOR TO PLACING TOPSOIL AND GRASS INSTALLATION.
6. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE.
7. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT IF NECESSARY.

SOLID SOD

1. SOLID SOD SHALL BE PLACED ALONG ALL IMPERVIOUS EDGES, AT A MINIMUM, THIS SHALL INCLUDE CURBS, WALKS, INLETS, MANHOLES AND PLANTING BED AREAS. SOD SHALL COVER OTHER AREAS COMPLETELY AS INDICATED BY PLAN.
2. SOD SHALL BE STRONGLY ROOTED DROUGHT RESISTANT SOD, NOT LESS THAN 2 YEARS OLD, FREE OF WEEDS AND UNDESIRABLE NATIVE GRASS AND MACHINE CUT TO PAD THICKNESS OF 3/4" (+/- 1/4"), EXCLUDING TOP GROWTH AND THATCH.
3. LAY SOD BY HAND TO COVER INDICATED AREAS COMPLETELY, ENSURING EDGES ARE TOUCHING WITH TIGHTLY FITTING JOINTS. NO OVERLAPS WITH STAGGERED STRIPS TO OFFSET JOINTS.
4. TOP DRESS JOINTS IN SOD WITH TOPSOIL TO FILL VOIDS IF NECESSARY.
5. SOD SHALL BE ROLLED TO CREATE A SMOOTH EVEN SURFACE. SOD SHOULD BE WATERED THOROUGHLY DURING INSTALLATION PROCESS.
6. SHOULD INSTALLATION OCCUR BETWEEN OCTOBER 1ST AND MARCH 1ST, OVERSEED BERMUDAGRASS SOD WITH WINTER RYEGRASS AT A RATE OF 4 POUNDS PER 1000 S.F.

HYDROMULCH

1. SCARIFY AND LOOSEN ALL AREAS TO BE HYDROMULCHED TO A MINIMUM DEPTH OF 4" PRIOR TO TOPSOIL AND HYDROMULCH INSTALLATION.
2. BERMUDA GRASS SEED SHALL BE EXTRA HULLED, TREATED LAWN TYPE. SEED SHALL BE DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AND SHALL MEET ALL STATE/LOCAL LAW REQUIREMENTS.
3. FIBER SHALL BE 100% WOOD CELLULOSE FIBER, DELIVERED TO THE SITE IN ITS ORIGINAL UNOPENED CONTAINER AS MANUFACTURED BY THE MANUFACTURER OR EQUAL.
4. FIBER TACK SHALL BE DELIVERED TO THE SITE IN ITS UNOPENED CONTAINER AND SHALL BE TERRO-TACK ONE, AS MANUFACTURED BY GROWERS, INC OR APPROVED EQUAL.
5. HYDROMULCH WITH BERMUDA GRASS SEED AT A RATE OF 2 POUNDS PER 1000 S.F.
6. BATTER BOARD AGAINST ALL BED AREAS TO PREVENT OVER SPRAY.
7. IF INADEQUATE MOISTURE IS PRESENT IN SOIL, APPLY WATER AS NECESSARY FOR OPTIMUM MOISTURE FOR SEED APPLICATION.
8. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1ST AND MAY 1ST, ALL HYDROMULCH AREAS SHALL BE OVER-SEED WITH WINTER RYE GRASS AT A RATE OF FOUR POUNDS PER ONE THOUSAND SQUARE FEET. CONTRACTOR SHALL BE REQUIRED TO RE-HYDROMULCH WITH BERMUDA GRASS THE FOLLOWING GROWING SEASON AS PART OF THIS CONTRACT.
9. AFTER APPLICATION, NO EQUIPMENT SHALL OPERATE OVER APPLIED AREAS. WATER SEEDED AREAS IMMEDIATELY AFTER INSTALLATION TO SATURATION.
10. ALL LAWN AREAS TO BE HYDROMULCHED SHALL ACHIEVE 100% COVERAGE PRIOR TO FINAL ACCEPTANCE.

LANDSCAPE NOTES

1. CONTRACTOR TO VERIFY AND LOCATE ALL PROPOSED AND EXISTING ELEMENTS. NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE FOR ANY LAYOUT DISCREPANCIES OR ANY CONDITION THAT WOULD PROHIBIT THE INSTALLATION AS SHOWN. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL CALL 811 TO VERIFY AND LOCATE ANY AND ALL UTILITIES ON SITE PRIOR TO COMMENCING WORK. LANDSCAPE ARCHITECT SHOULD BE NOTIFIED OF ANY CONFLICTS. CONTRACTOR TO EXERCISE EXTREME CAUTION WHEN WORKING NEAR UNDERGROUND UTILITIES.
3. A MINIMUM OF 2% SLOPE SHALL BE PROVIDED AWAY FROM ALL STRUCTURES.
4. CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 9' BELOW FINISH GRADE IN PLANTING AREAS AND 1' BELOW FINAL FINISHED GRADE IN LAWN AREAS.
5. LANDSCAPE ISLANDS SHALL BE CROWNED, AND UNIFORM THROUGHOUT THE SITE.
6. PLANTING AREAS AND SOD TO BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS OR CURBS. EDGING NOT TO BE MORE THAN 1/2" ABOVE FINISHED GRADE.
7. EDGING SHALL BE CUT AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND/OR CURBS.
8. MULCH SHALL BE INSTALLED AT 1/2" BELOW THE TOPS OF SIDEWALKS AND CURBING.
9. QUANTITIES ON THESE PLANS ARE FOR REFERENCE ONLY. THE SPACING OF PLANTS SHOULD BE AS INDICATED ON PLANS OR OTHERWISE NOTED. ALL TREES AND SHRUBS SHALL BE PLANTED PER DETAILS.
10. CONTAINER GROWN PLANT MATERIAL IS PREFERRED HOWEVER BURLAP AND BURLAP PLANT MATERIAL CAN BE SUBSTITUTED IF NEEDED AND IS APPROPRIATE TO THE SIZE AND QUALITY INDICATED ON THE PLANT MATERIAL LIST.
11. TREES SHALL BE PLANTED AT A MINIMUM OF 5' FROM ANY UTILITY LINE, SIDEWALK OR CURB. TREES SHALL ALSO BE 10' CLEAR FROM FIRE HYDRANTS.
12. 4" OF SHREDDED HARDWOOD MULCH (2" SETTLED THICKNESS) SHALL BE PLACED OVER WEED BARRIER FABRIC. MULCH SHALL BE SHREDDED HARDWOOD MULCH OR APPROVED EQUAL. FINE STRAW MULCH IS PROHIBITED.
13. WEED BARRIER FABRIC SHALL BE USED IN PLANT BEDS AND AROUND ALL TREES AND SHALL BE MIRAFI 1405 WEED BARRIER OR APPROVED EQUAL.
14. CONTRACTOR TO PROVIDE UNIT PRICING OF LANDSCAPE MATERIALS AND BE RESPONSIBLE FOR OBTAINING ALL LANDSCAPE AND IRRIGATION PERMITS.

IRRIGATION

1. ALL REQUIRED LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE/RAIN SENSOR. SYSTEM SHALL ALSO HAVE AN ET WEATHER BASED CONTROLLER AND BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATOR.

MAINTENANCE REQUIREMENTS

1. VEGETATION SHOULD BE INSPECTED REGULARLY TO ENSURE THAT PLANT MATERIAL IS ESTABLISHING PROPERLY AND REMAINS IN A HEALTHY GROWING CONDITION APPROPRIATE FOR THE SEASON. IF DAMAGED OR REMOVED, PLANTS MUST BE REPLACED BY A SIMILAR VARIETY AND SIZE.
2. MOWING, TRIMMING, EDGING AND SUPERVISION OF WATER APPLICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL THE OWNER OR OWNER'S REPRESENTATIVE ACCEPTS AND ASSUMES REGULAR MAINTENANCE.
3. ALL LANDSCAPE AREAS SHOULD BE CLEANED AND KEPT FREE OF TRASH, DEBRIS, WEEDS AND OTHER MATERIAL.

MISCELLANEOUS MATERIALS

1. STEEL EDGING SHALL BE 3/16" X 4 X 16" DARK GREEN DURAEDGE STEEL LANDSCAPE EDGING UNLESS NOTED OTHERWISE ON PLANS/DETAILS.
2. RIVER ROCK SHALL BE ARIZONA RIVER ROCK, 2" - 4" DIAMETER. RIVER ROCK SHALL BE COMPACTED TO A MINIMUM OF 3" DEPTH OVER FILTER FABRIC.
3. DECOMPOSED GRANITE SHALL CONSIST OF A NATURAL MIX OF GRANITE AGGREGATE NOT TO EXCEED 1/8" IN DIAMETER AND COMPOSED OF VARIOUS STAGES OF DECOMPOSED EARTH BASE. DG SHALL BE PLACED OVER FILTER FABRIC AT A MINIMUM OF 3" DEPTH.
4. BOULDERS SHALL BE ON AVERAGE 36" X 24" X 24" AND A MIN. OF SOLES. BOULDER TO BE SET IN GROUND ON A 1" SAND SETTING BED, APPROXIMATELY 2" BELOW FINISH GRADE. BOULDER SHOULD HAVE A WEATHERED FINISH. EACH BOULDER HAS A NATURAL TOP AND BOTTOM. ENSURE THAT THE BOULDER IS POSITIONED CORRECTLY BEFORE INSTALLATION.

App.

REVISIONS

No.

Date

Item 9.

JONES CARTER

Texas Board of Professional Engineers Registration No. F-439
4320 Hill-Sigma Road, Suite 100 • San Antonio, Texas 78249 • 210.484.9311

DESIGNED BY:
NOVEMBER 2021

CHECKED BY:

DRAWN BY:

SCALE: AS SHOWN

DATE: NOVEMBER 2021

JOB NO.:

REGISTERED LANDSCAPE ARCHITECT
AMANDA M. RICHARDSON
2754

SALAD AND GO - CITY - PRESTON AND PROSPER TRAIL
1300 NORTH PRESTON ROAD - PROSPER, TEXAS 75078

LANDSCAPE PLAN

SHEET NO.

L1.02

OF

Page 61



513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102
(817) 820-0433

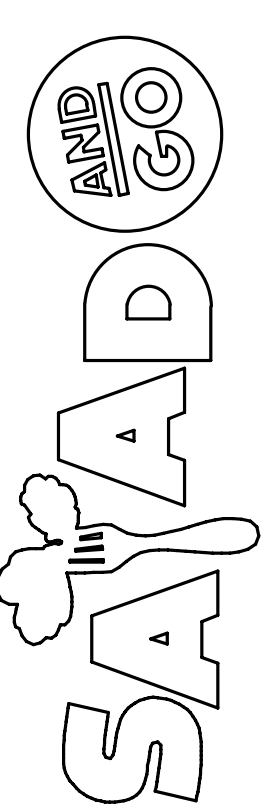
THIS DRAWING IS A DESIGN
DEVELOPMENT DOCUMENT.
SITE SPECIFIC MODIFICATIONS
MADE UNDER THE RESPONSIBLE
CHARGE OF THE ARCHITECT
AND/OR ENGINEER-OF-RECORD
WILL BE REQUIRED PRIOR TO
USING THIS DOCUMENT FOR
BIDDING, PERMITTING, OR
CONSTRUCTION.

FACADE PLAN -02/10/2022

CONTRACTOR SHALL VERIFY ALL CONDITIONS
AND DIMENSIONS AT THE JOB SITE AND
NOTIFY THE ARCHITECT OF ANY DIMENSIONAL
ERRORS, OMISSIONS OR DISCREPANCIES
BEFORE BEGINNING OR FABRICATING ANY
WORK. DO NOT SCALE DRAWINGS.

REVISION SCHEDULE

REV	DATE	BY	DESCRIPTIONS



PRESTON & PROSPER TRAIL
1300 NORTH PRESTON ROAD
PROSPER, TX 75048

OWNER

SALAD AND GO CONCEPTS, LLC
743 N. GILBERT RD
GILBERT, AZ 85234

MATTHEW COPENHAVER
(410) 371-1563

ARCHITECT

ROGUE ARCHITECTS
513 MAIN STREET, SUITE 300
FORT WORTH, TEXAS 76102

DONNY RORSCHACH
(817) 820-0433 PHONE
(682) 244-8917 FAX
CONTACT: ASHLEY MORELAND

PROJECT #: 21-1125

ORIGINAL ISSUE DATE: 02/10/2022

PRODUCTION DESIGNER: J. JEFFERY

CHECKED BY: A. MORELAND

SHEET TITLE:

FACADE PLAN

SHEET NUMBER:

FP-01


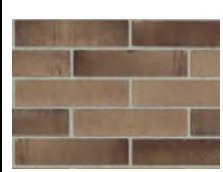



NORTH ELEVATION MATERIALS			
	DESCRIPTION	AREA	PERCENTAGE
STONE	STONE	158.83 S.F.	14.54 %
BRICK	BRICK	783.58 S.F.	68.94 %
BUMP	STUCCO	150.2 S.F.	13.75 %

EAST ELEVATION MATERIALS			
	DESCRIPTION	AREA	PERCENTAGE
STONE	STONE	39.42 S.F.	10.39 %
BRICK	BRICK	248.78 S.F.	65.56 %
BUMP	STUCCO	67.38 S.F.	17.76 %

SOUTH ELEVATION MATERIALS			
	DESCRIPTION	AREA	PERCENTAGE
STONE	STONE	147.51 S.F.	13.19 %
BRICK	BRICK	781.82 S.F.	68.75 %
BUMP	STUCCO	164.9 S.F.	14.75 %

WEST ELEVATION MATERIALS			
	DESCRIPTION	AREA	PERCENTAGE
STONE	STONE	42.19 S.F.	11.7 %
BRICK	BRICK	209.01 S.F.	55.08 %
BUMP	STUCCO	109.33 S.F.	30.32 %

FINISH SAMPLES

STONE	 TEXAS STONE DESIGN INC. GRANBURY COBBLE
BRICK	 QUICK BRK TIMBERLAND W/ RED FLASH
BUMP STUCCO	 DRYVIT OYSTER SHELL
MT-01 MT-02	 METAL CHARCOAL GREY
MT-03	 PAC-CLAD CHARCOAL GREY STANDING SEAM
STRFNT	 CLEAR ANODIZED

EXTERIOR FINISH SCHEDULE

	DESCRIPTION	PRODUCT	FINISH	COLOR
STONE	STONE	TEXAS STONE DESIGN	COBBLE	GRANBURY
BRICK	BRICK	QUICK BRIK	N/A	TIMBERLAND W/ RED FLASH
BUMP BUMP	STUCCO	DRYVIT	PAINTED	OYSTER SHELL
MT-01	METAL FASCIA	TBD	-	CHARCOAL GREY
MT-02	METAL COPING	TBD	-	CHARCOAL GREY
MT-03	METAL ROOFING	STANDING SEAM	-	CHARCOAL GREY
STRFNT	STOREFRONT	KAWNEER	CLEAR ANODIZED	

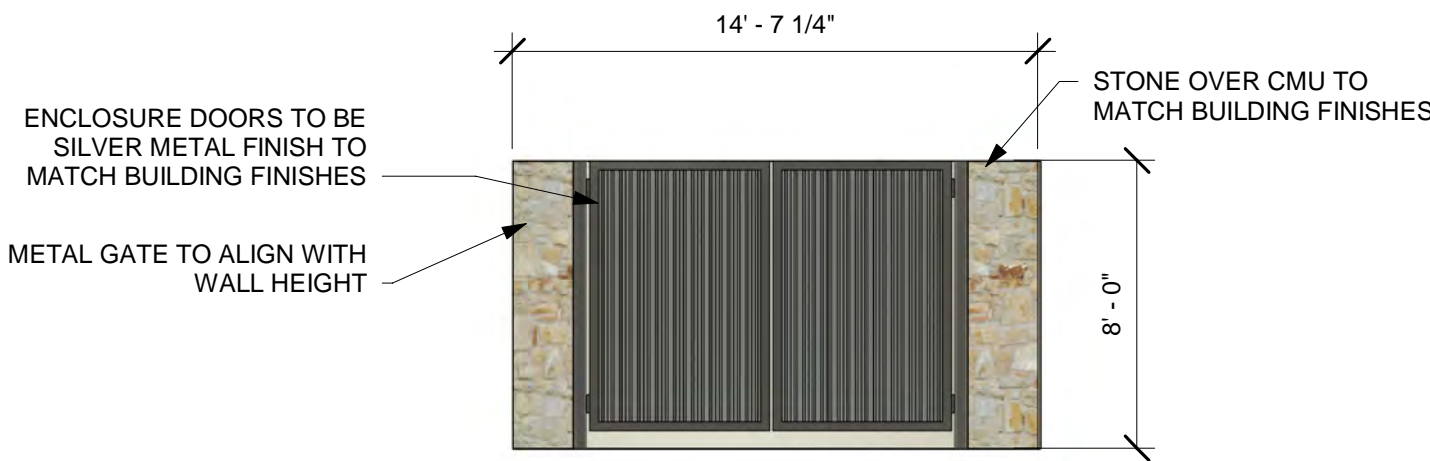
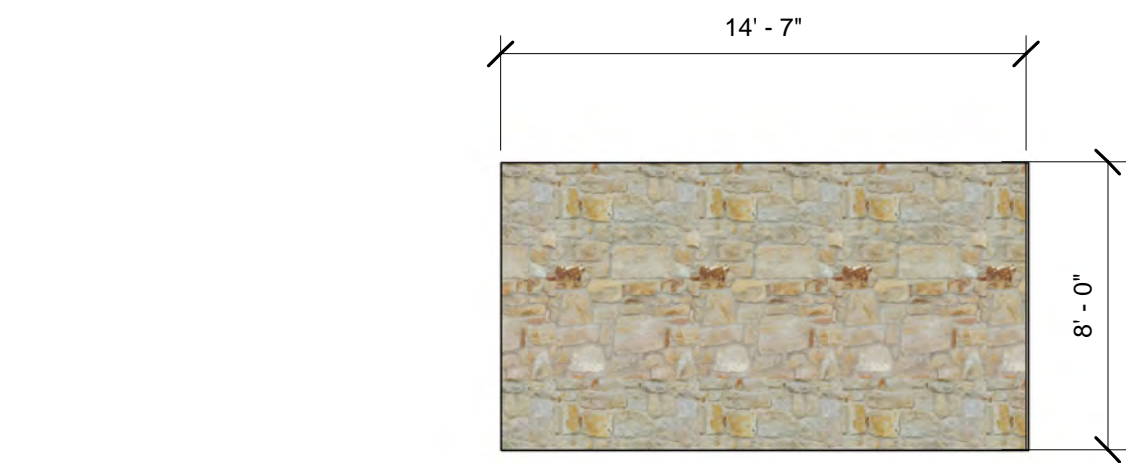
EXTERIOR ELEVATION KEYNOTES

- METAL PARAPET CAP PAINTED SW 7663 'MONORAIL SILVER'.
- BRICK FINISH AS SCHEDULED.
- FIRE DEPARTMENT KNOX BOX
- ELECTRICAL PANELS. REF: ELEC. PAINTED TO MATCH ADJACENT BUILDING MATERIAL
- SLIDER WINDOW WITH DOUBLE INSULATED GLASS
- FIXED WINDOW WITH DOUBLE INSULATED GLASS
- FUTURE BUILDING SIGNAGE LOCATION. ALL SIGNAGE SUBJECT TO BUILDING INSPECTION DEPARTMENT APPROVAL.
- POP-OUT
- ELECTRICAL EQUIPMENT. UTILITY BOXES AND CONDUIT TO BE PAINTED TO MATCH BUILDING COLOR. REF: ELECTRICAL. PAINTED TO MATCH ADJACENT BUILDING MATERIAL
- ROOF LINE, BEHIND
- PAINTED STEEL COLUMN
- PAINTED C-CHANNEL CANOPY
- ACCESSIBLE SERVICE COUNTER
- STUCCO ACCENTS TO MATCH COMPLEX
- PAINTED 3'-6" METAL GUARD RAIL
- BUILDING NUMBER
- ROOF DRAIN
- PARAPET WALL TO SCREEN ROOFTOP EQUIPMENT. MECHANICAL EQUIPMENT SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- STANDING SEAM METAL ROOF

ALL SIGNAGE SUBJECT TO BUILDING INSPECTION
DEPARTMENT APPROVAL; SEC 22.100.4A.
MECHANICAL UNITS SHALL BE SCREENED IN
ACCORDANCE WITH THE ZONING ORDINANCE.
UTILITY BOXES AND CONDUIT SHALL BE PAINTED
TO MATCH BUILDING COLOR.

5 DUMPSTER ENCLOSURE

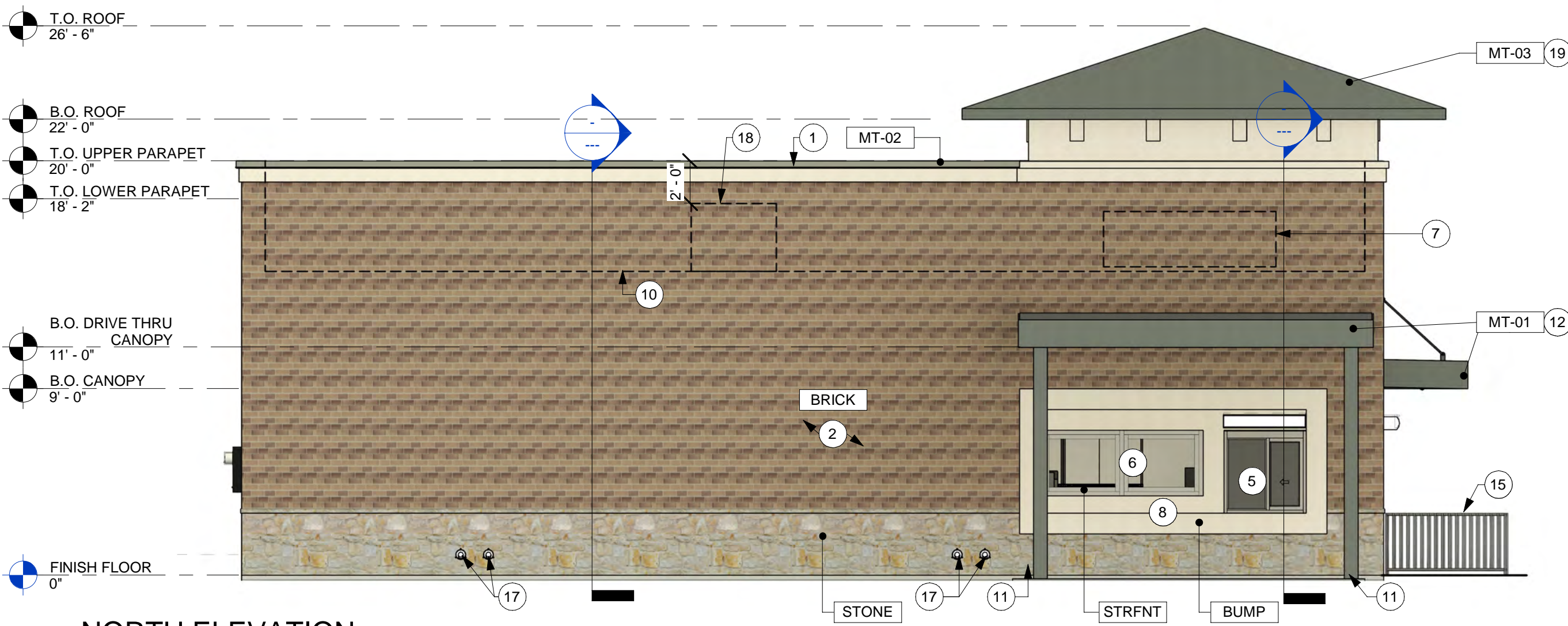
Scale: 3/16" = 1'-0"



ENCLOSURE DOORS TO BE
SILVER METAL FINISH TO
MATCH BUILDING FINISHES

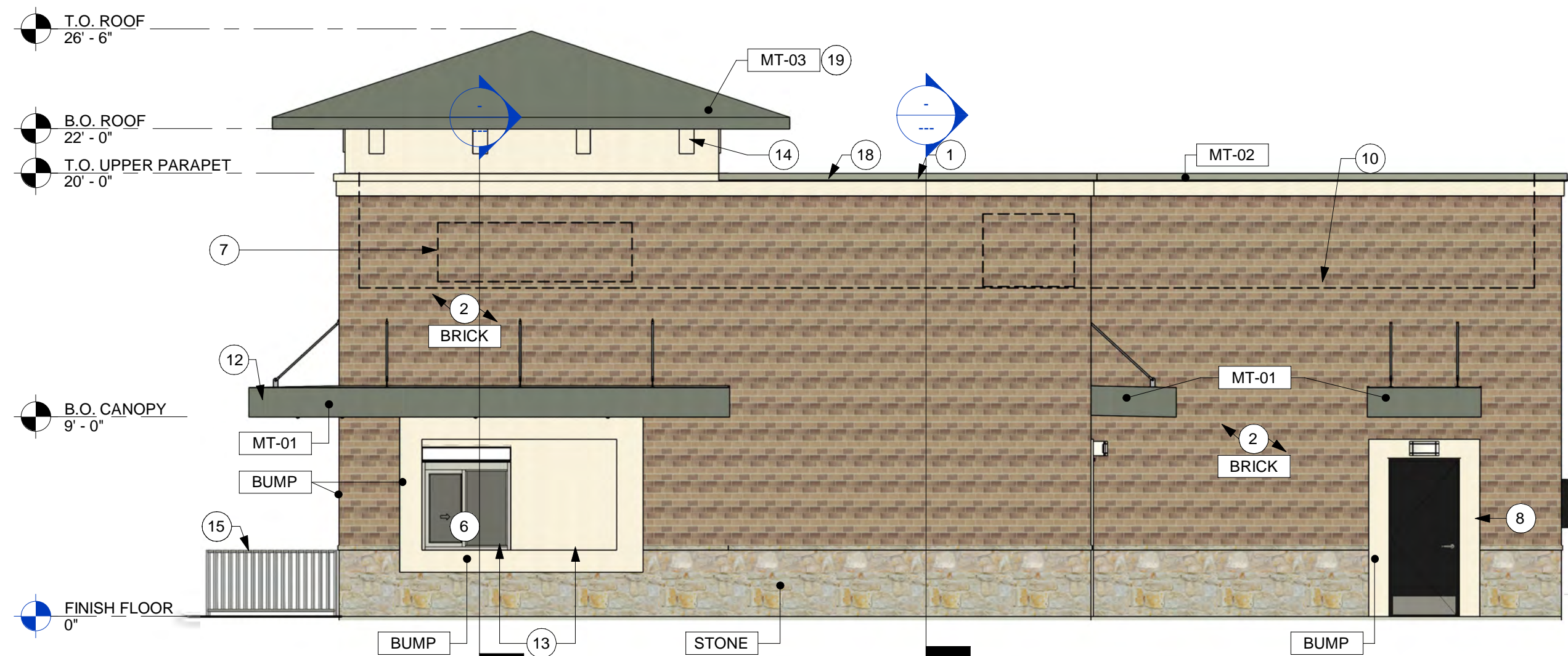
STONE OVER CMU TO
MATCH BUILDING FINISHES

METAL GATE TO ALIGN WITH
WALL HEIGHT



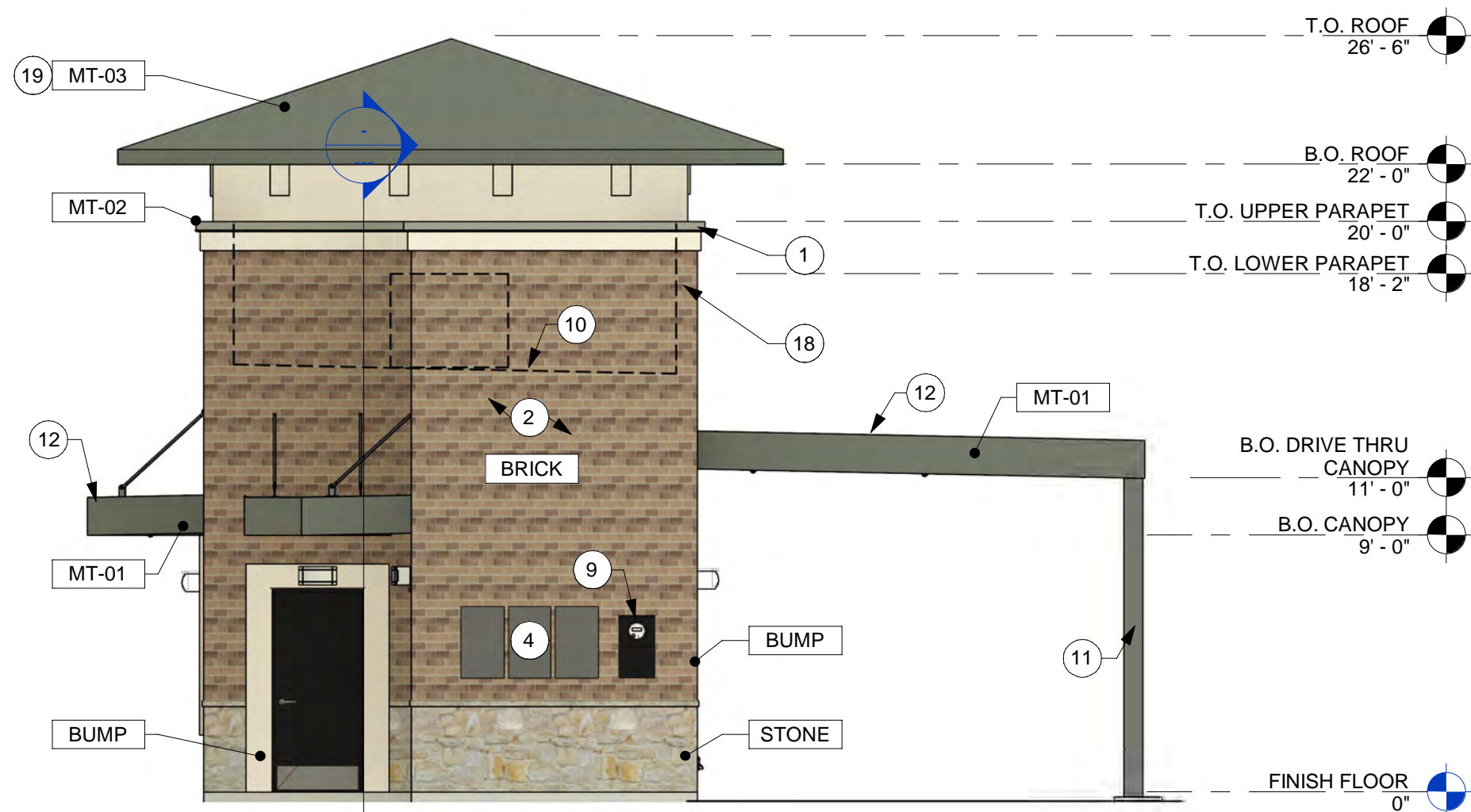
3 NORTH ELEVATION

Scale: 3/16" = 1'-0"



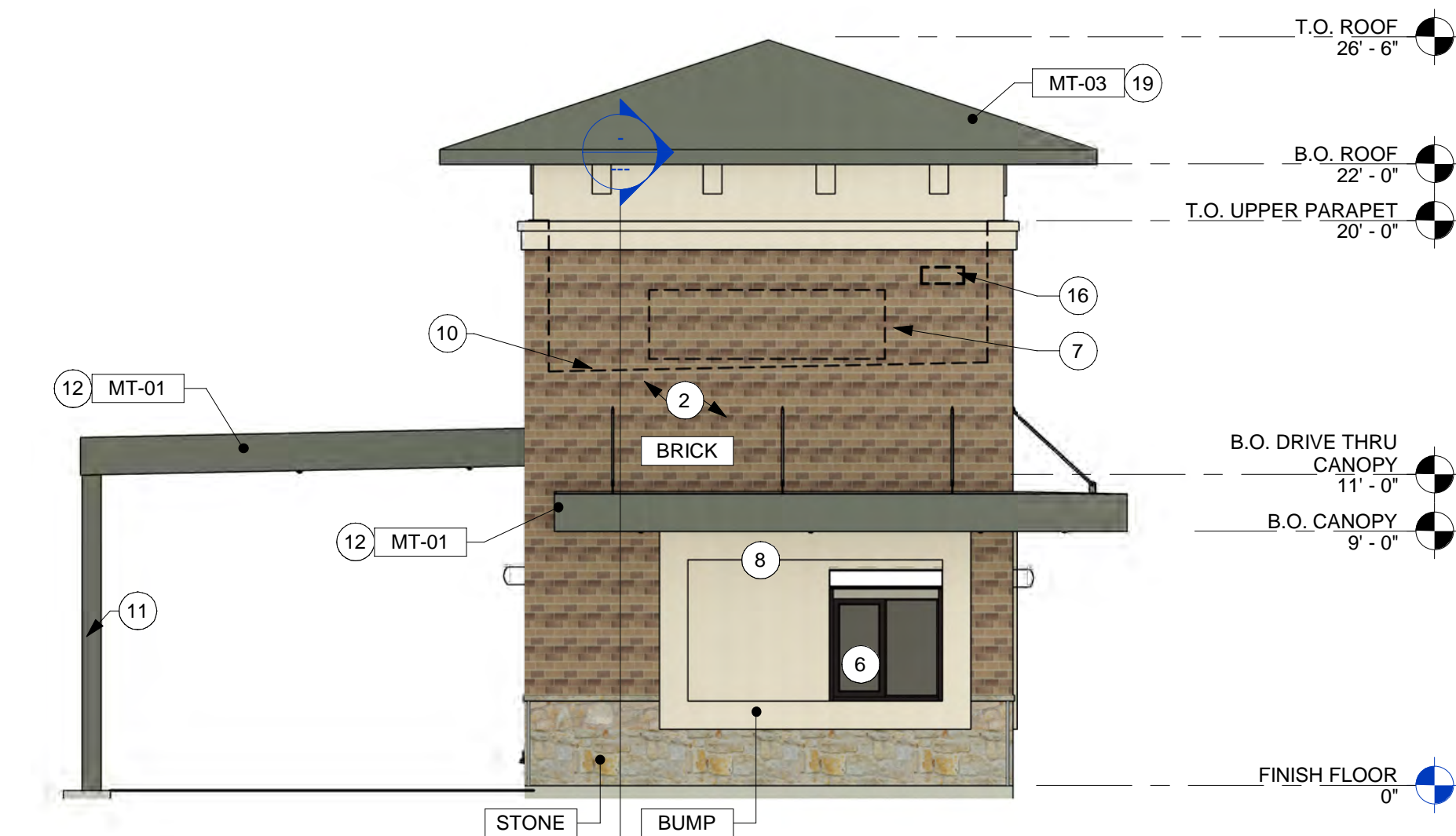
1 SOUTH ELEVATION

Scale: 3/16" = 1'-0"



4 EAST ELEVATION

Scale: 3/16" = 1'-0"



2 WEST ELEVATION

Scale: 3/16" = 1'-0"

PLANNING



To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services
Khara Dodds, AICP, Director of Development Services

Re: Town Council Meeting – March 29, 2022

Agenda Item:

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 Plan or Preliminary Site Plan, including Gates of Prosper, Eagle Crossing, Gentle Creek Country Club, Prestonwood Baptist Church, and Prosper Business Park.

Description of Agenda Item:

Attached are the Preliminary Site Plan and Site Plans that were acted on by the Planning & Zoning Commission at their March 15, 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 Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

1. Preliminary Site Plan for Gates of Prosper
2. Site Plan for Eagle Crossing
3. Site Plan for Gentle Creek Country Club
4. Site Plan for Prestonwood Baptist Church (Temporary Buildings)
5. Site Plan for Prosper Business Park

Town Staff Recommendation:

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

LEGEND	
	EXISTING FIRE LANE
	PROPOSED FIRE LANE
	OPEN SPACE
	PROPOSED BUILDING
	PROPOSED CONTOUR - MAJOR
	PROPOSED CONTOUR - MINOR
	EXISTING CONTOUR - MAJOR
	EXISTING CONTOUR - MINOR
	BARRIER FREE RAMP (BFR)
	ACCESSIBLE PARKING SYMBOL
	NUMBER OF PARKING SPACES
	WATER METER (AND VAULT)
	JUNCTION BOX
	MANHOLE
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	SANITARY SEWER MANHOLE
	TRANSFORMER PAD
	GRATE INLET
	JUNCTION BOX OR WYE INLET
	HEADWALL
	TYP
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	WE
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	CI
	GI
	WI
	EX
	PROP.

BLOCK A, LOT 3 SITE DATA TABLE	
ZONING	MIXED USE/PD-67
PROPOSED USE	RESTAURANT
LOT AREA (SF)	45,454
LOT AREA (AC)	1.04
BUILDING AREA (GSF)	2,050
BUILDING HEIGHT	1 STORY
LOT COVERAGE	4.51%
FLOOR AREA RATIO	1:0.05
TOTAL PARKING REQUIRED (1:100 SF)	21
TOTAL PARKING PROVIDED	23
HANDICAP PARKING REQUIRED	2
HANDICAP PARKING PROVIDED	2
INTERIOR LANDSCAPING REQUIRED	345 SF
INTERIOR LANDSCAPING PROVIDED	345 SF
IMPERVIOUS SURFACE	30863 SF
OPEN SPACE REQUIRED (7%)	3182 SF
OPEN SPACE PROVIDED (7%)	2800 SF

BLOCK A, LOT 4 SITE DATA TABLE	
ZONING	MIXED USE/PD-67
PROPOSED USE	RETAIL/RESTAURANT
LOT AREA (SF)	43,108
LOT AREA (AC)	0.99
BUILDING AREA (GSF)	4,200
BUILDING HEIGHT	1 STORY
LOT COVERAGE	9.74%
FLOOR AREA RATIO	1:0.10
TOTAL PARKING REQUIRED (1:100 SF)	42
TOTAL PARKING PROVIDED	42
HANDICAP PARKING REQUIRED	3
HANDICAP PARKING PROVIDED	3
INTERIOR LANDSCAPING REQUIRED	630 SF
INTERIOR LANDSCAPING PROVIDED	630 SF
IMPERVIOUS SURFACE	38667 SF
OPEN SPACE REQUIRED (7%)	2992 SF
OPEN SPACE PROVIDED (7%)	3400 SF

BLOCK A, LOT 5 SITE DATA TABLE	
ZONING	MIXED USE/PD-67
PROPOSED USE	RETAIL/RESTAURANT
LOT AREA (SF)	42,742
LOT AREA (AC)	0.98
BUILDING AREA (GSF)	4,200
BUILDING HEIGHT	1 STORY
LOT COVERAGE	9.83%
FLOOR AREA RATIO	1:0.10
TOTAL PARKING REQUIRED (1:100 SF)	42
TOTAL PARKING PROVIDED	50
HANDICAP PARKING REQUIRED	2
HANDICAP PARKING PROVIDED	3
INTERIOR LANDSCAPING REQUIRED	750 SF
INTERIOR LANDSCAPING PROVIDED	750 SF
IMPERVIOUS SURFACE	31876 SF
OPEN SPACE REQUIRED (7%)	2992 SF
OPEN SPACE PROVIDED (7%)	2992 SF

BLOCK A, LOT 6 SITE DATA TABLE	
ZONING	MIXED USE/PD-67
PROPOSED USE	RESTAURANT
LOT AREA (SF)	50,060
LOT AREA (AC)	1.15
BUILDING AREA (GSF)	950
BUILDING HEIGHT	1 STORY
PATIO AREA (SF)	350
LOT COVERAGE	1.89%
FLOOR AREA RATIO	1:0.02
TOTAL PARKING REQUIRED (1:100 SF RESTAURANT)	12
TOTAL PARKING PROVIDED (1:200 SF PATIO)	17
TOTAL PARKING PROVIDED	17
HANDICAP PARKING REQUIRED	1
HANDICAP PARKING PROVIDED	2
INTERIOR LANDSCAPING REQUIRED	255 SF
INTERIOR LANDSCAPING PROVIDED	255 SF
IMPERVIOUS SURFACE (SF)	36699 SF
OPEN SPACE REQUIRED (7%)	3504.2 SF
OPEN SPACE PROVIDED (7%)	3505 SF

PRELIMINARY SITE PLAN
GATES OF PROSPER - BLOCK E
LOTS 3-6
D22-0014
Being 4.16 Acres Out Of The
BRADLEY SURVEY Abstract No. 86
Town of Prosper, Collin County, Texas
Submitted: FEBRUARY 14, 2022
Resubmitted: MARCH 01, 2022

Owner:
183 Land Corporation Inc.
1 Cowboys Way
Frisco, Texas 75034
Contact: Nicholas Link
Phone: (972)-497-4854

Engineer/Surveyor:
Kimley-Horn and Associates, Inc.
260 East Davis Street Suite 100
McKinney, Texas 75069
Contact: Rachel Korus, P.E.
Phone: (469)-301-2594

PRELIMINARY SITE PLAN

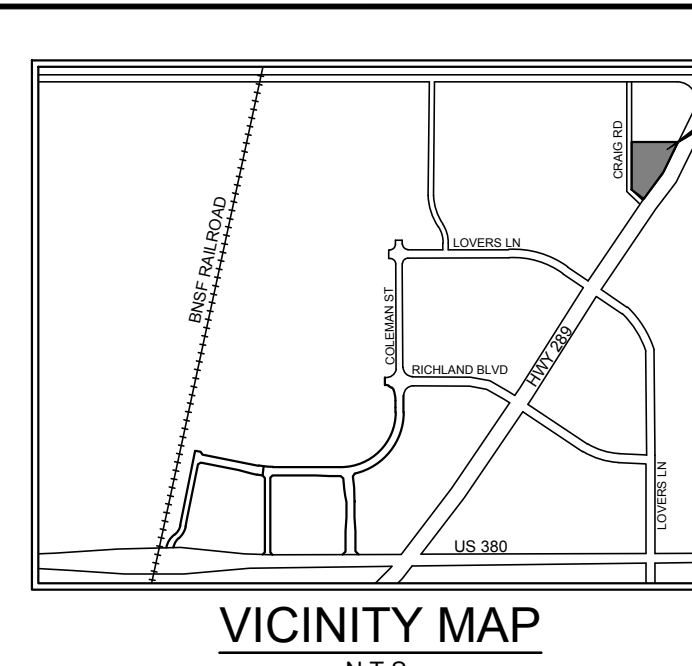
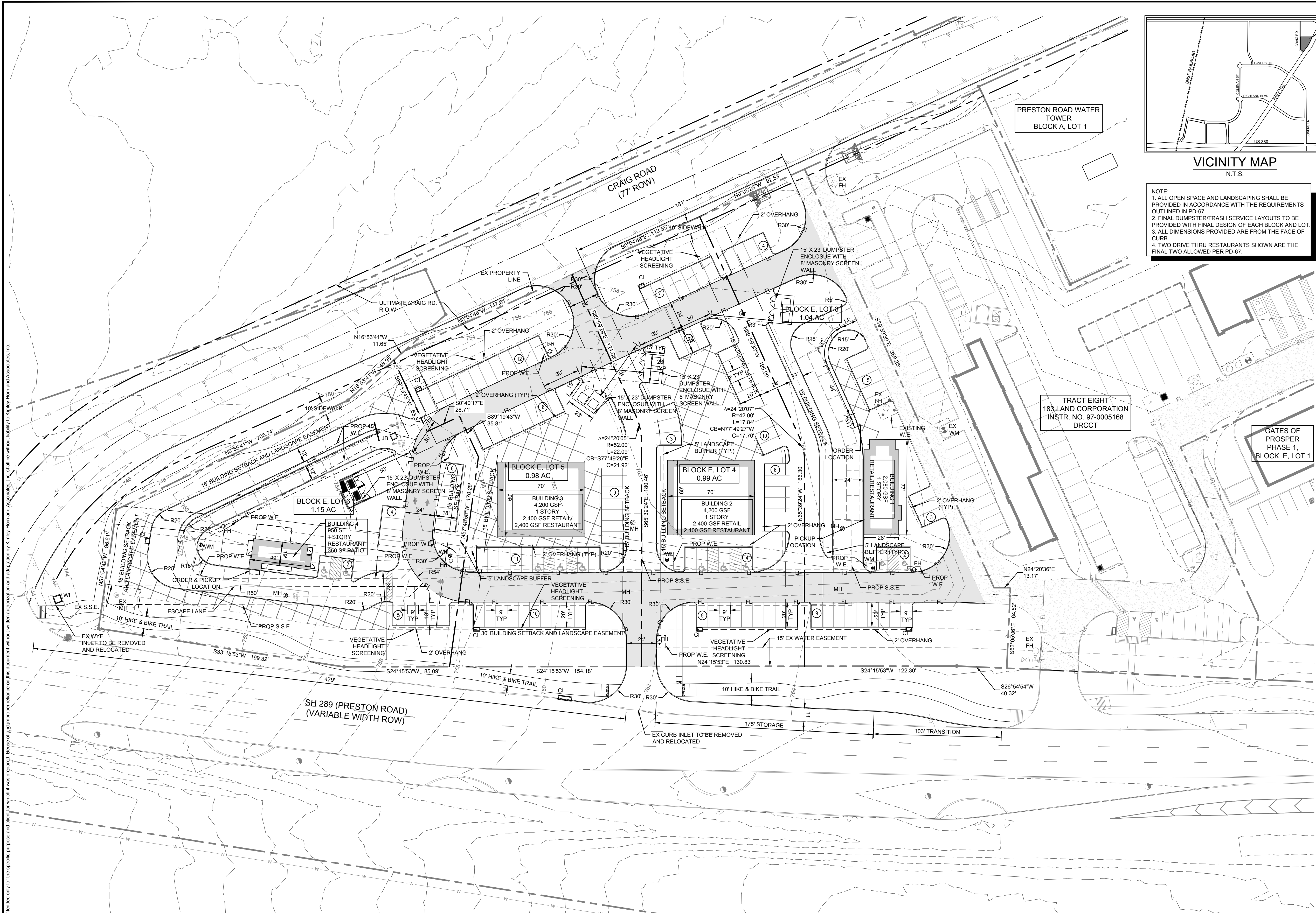
GATES OF PROSPER
BLOCK E

KHA PROJECT	068109030
DATE	01/18/2022
SCALE	AS SHOWN
DESIGNED BY	RAN
DRAWN BY	RAN
CHECKED BY	RAK

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley-Horn
Engineer: RACHEL A. KORUS
P.E. No. 132468 Date: XXXXXXXXXX

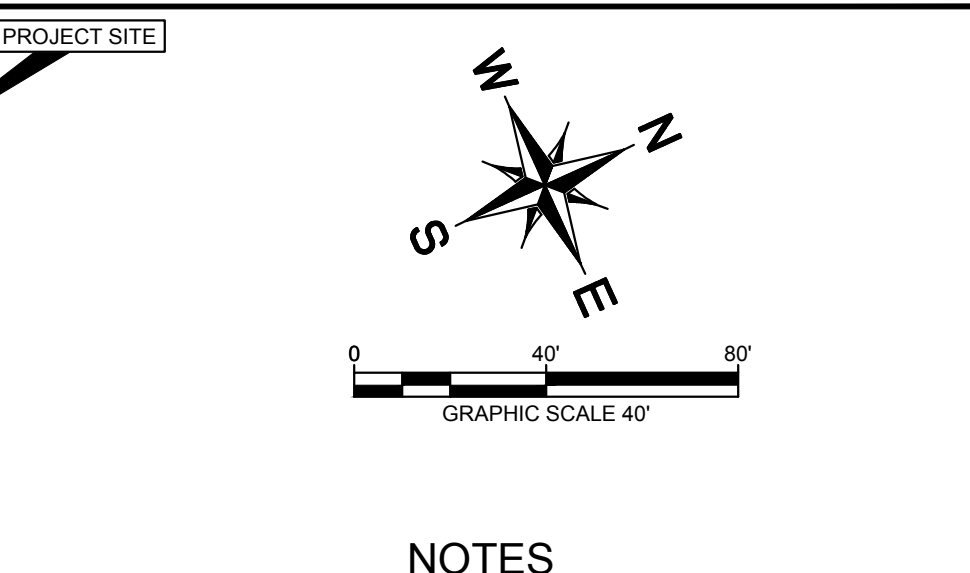
Kimley-Horn
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.
260 EAST DAVIS STREET, SUITE 100, MCKINNEY, TX 75069
PHONE: 469-301-2580 FAX: 972-239-3820
WWW.KIMLEY-HORN.COM TX #628

REVISIONS	DATE	BY
No.		



VICINITY MAP
N.T.S.

NOTE:
1. ALL OPEN SPACE AND LANDSCAPING SHALL BE PROVIDED IN ACCORDANCE WITH THE REQUIREMENTS OUTLINED IN PD-67.
2. FINAL DUMPSTER/TRASH SERVICE LAYOUTS TO BE PROVIDED WITH FINAL DESIGN OF EACH BLOCK AND LOT.
3. ALL DIMENSIONS PROVIDED ARE FROM THE FACE OF CURB.
4. TWO DRIVE THRU RESTAURANTS SHOWN ARE THE FINAL TWO ALLOWED PER PD-67.



- NOTES**
- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
 - 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 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 AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
 - ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE PRELIMINARY SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
 - ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED 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.
 - ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
 - ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYP.E OF EASEMENT.
 - IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
 - THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION. AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.

PLOTTED BY: DREW DONOSKY
 3/8/2022 3:39 PM
 PLOT DATE: 3/8/2022 3:39 PM
 LOCATION: 2: \PROJECTS\PROJECTS\2021-082 CROSSMAR EAGLE CROSSING\1\CADD\PROJECTS\SP-1 SITE PLANDWG
 LAST SAVED: 2/24/2022 11:37 AM

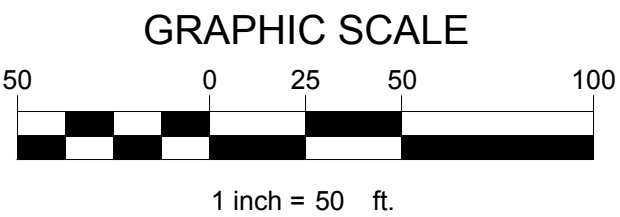
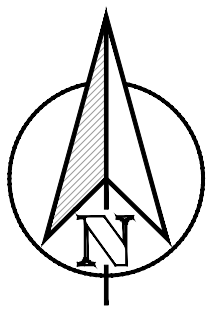
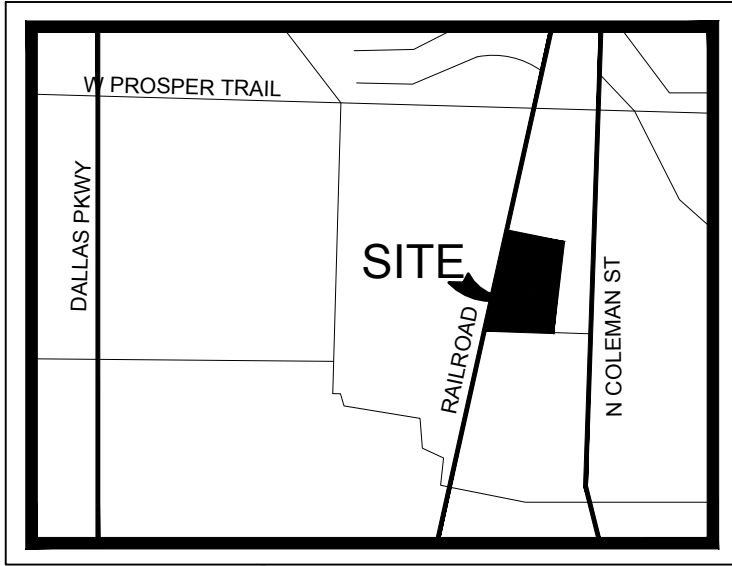
FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0235.J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE

WATER METER SCHEDULE

ID	TYPE	SIZE	NO.
1	DOM.	2"	2
2	IRR.	1 1/2"	1



VICINITY MAP
N.T.S.

TOWN OF PROSPER SITE PLAN GENERAL NOTES:

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY 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.
- 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.
- 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 FACADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6) FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5) 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 DEPARTMENT.
- SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- ALL DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.
- THE APPROVAL OF A SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF 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 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.
- REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.

LEGEND

	PROPOSED FIRE LANE
	EXISTING FIRE LANE
	PROPOSED CONCRETE CURB AND GUTTER
	PROPERTY LINE
	FIRE LANE
	EASEMENT LINE
	FULL DEPTH SAW CUT
	PROPOSED FIRE HYDRANT
	FIRE DEPT. CONNECTION

SITE DATA TABLE	BLOCK A, LOT 3
EXISTING ZONING	COMMERCIAL
PROPOSED USE	OFFICE/WAREHOUSE
BUILDING HEIGHT	1 STORY (1-STORY (29'))
BUILDING AREA	43,200 SF (10,000 SF OFFICE, 33,200 SF WAREHOUSE) 29,500 SF (9,500 SF OFFICE, 20,000 SF WAREHOUSE)
PARKING REQUIRED	61
REQUIRED PARKING RATIO	1/350 SF (GENERAL OFFICE) 1/1000 (WAREHOUSE)
PARKING PROVIDED	109
LAND AREA (AC)	4.97
LAND AREA (SF)	216,647
IMPERVIOUS AREA (SF)	179,318
HANDICAP REQUIRED	5
VAN HANDICAP PROVIDED	4
TOTAL HANDICAP PROVIDED	8
COVERAGE	50%
FLOOR RATIO	33.5%
OPEN SPACE (7% SITE AREA SF)	0.50
OPEN SPACE PROV. (SF)	0.33
INTERIOR LANDSCAPE (15 SF PER PARKING)	15,165
INTERIOR LANDSCAPE PROV.	45,462
	1,635
	2,582

CASE # :D21-0091

LOT 3 EAGLES CROSSING ADDITION

SITE PLAN

OWNER:
CROSSMAR TEXAS INVESTMENTS 4 LLC
1500 E CENTRAL AVE STE 110
BENTONVILLE, AR 72712
PH: 479.619.6409 CONTACT NAME: DRAKE STOBART

APPLICANT/REPRESENTATIVE:
CLAYMOORE ENGINEERING, INC.
301 S. COLEMAN, SUITE #40
PROSPER, TX 75078
PH: 817.201.6982 CONTACT NAME: DREW DONOSKY

SURVEYOR:
EAGLE SURVEYING, LLC
210 S. ELM STREET, SUITE #104
DENTON, TX 76201
PH: 940.222.3009 CONTACT NAME: TEDD A. GOSSETT

LEGAL DESCRIPTION:
EAGLE CROSSING ADDITION VOLUME 2011,
PAGE 245
LOT 3 BLOCK A, 5.39 ACRES
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

CITY: PROSPER STATE: TEXAS

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

DESIGN: DC
DRAWN: DC
CHECKED: MAM
DATE: 09/07/2021

SHEET

SP-1

File No. Page 65

PRELIMINARY

FOR REVIEW ONLY
Not for construction purposes.

CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING
CONSULTANTS
Engineer: DREW DONOSKY
P.E. No. 125651, Date: 3/8/2022

LOT 3
EAGLES CROSSING ADDITION
PROSPER, TEXAS

NO.	DATE	REVISION	BY

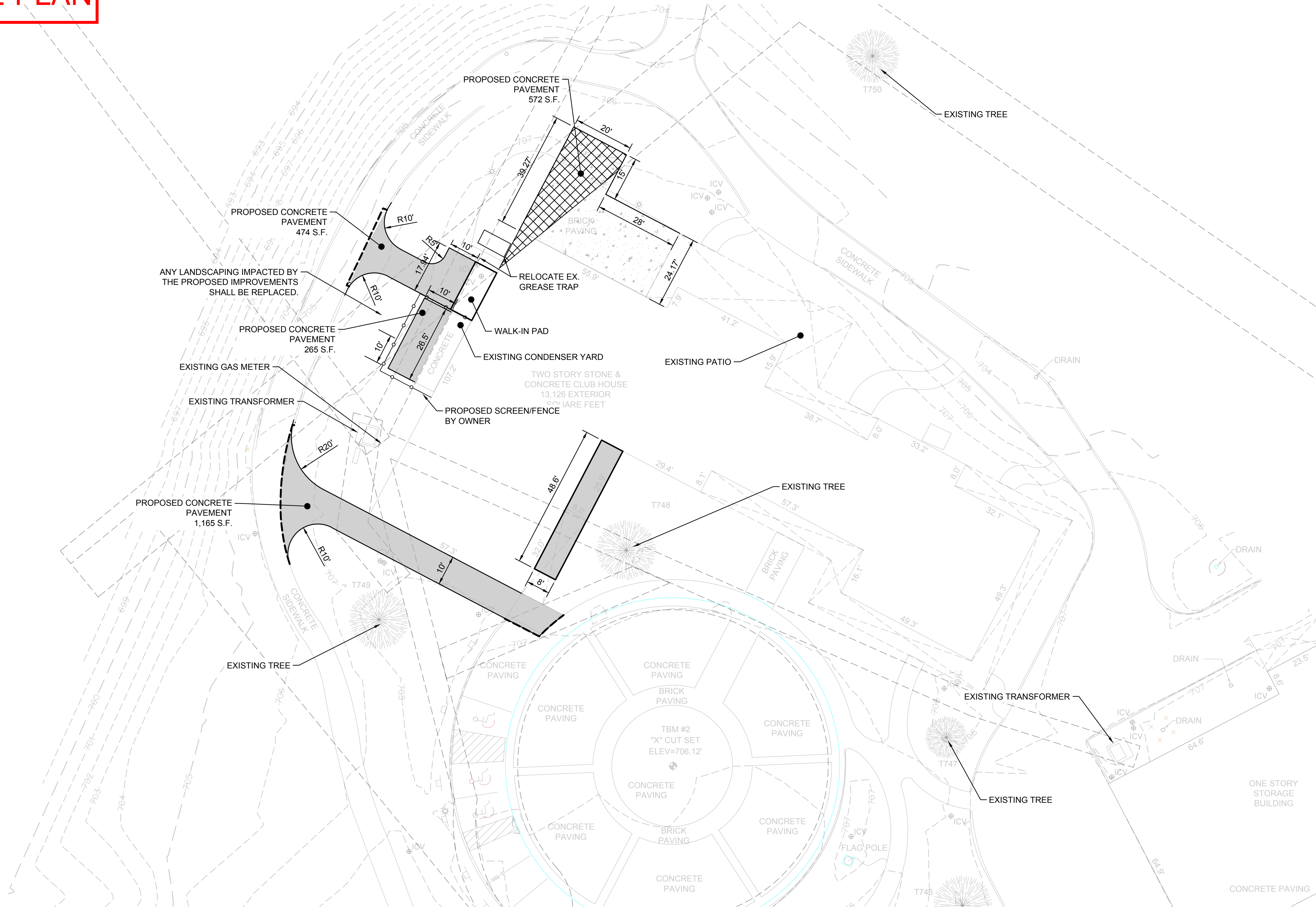
SITE PLAN

D22-0017 SITE PLAN

PLOTTED BY: DREW DONOSKY
 3/7/2022 8:27 AM
 PLOT DATE: 3/7/2022 8:27 AM
 LOCATION: Z:\PROJECTS\MARKETING\GENTLE CREEK CLUB\CADD\SHEETS\SP-1 - SITE PLAN.DWG
 LAST SAVED: 2/16/2022 6:39 AM

TOWN OF PROSPER SITE PLAN GENERAL NOTES:

- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY 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.
- 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.
- 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) 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 DEPARTMENT.
- SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
- ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
- ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
- ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
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- REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS AND EXACT DOOR LOCATIONS.



- 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.

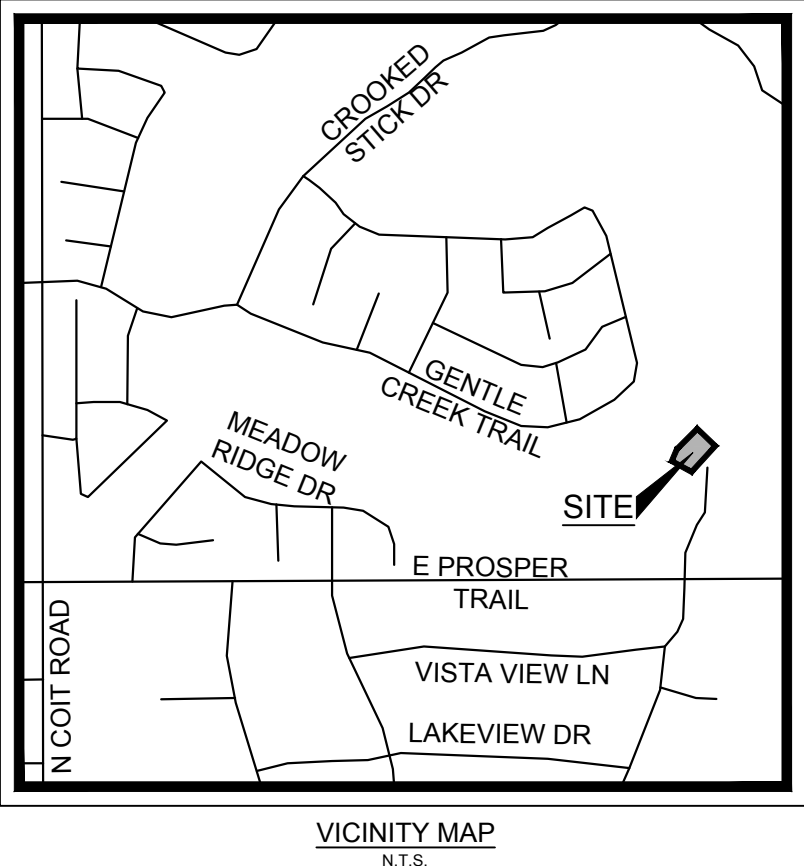
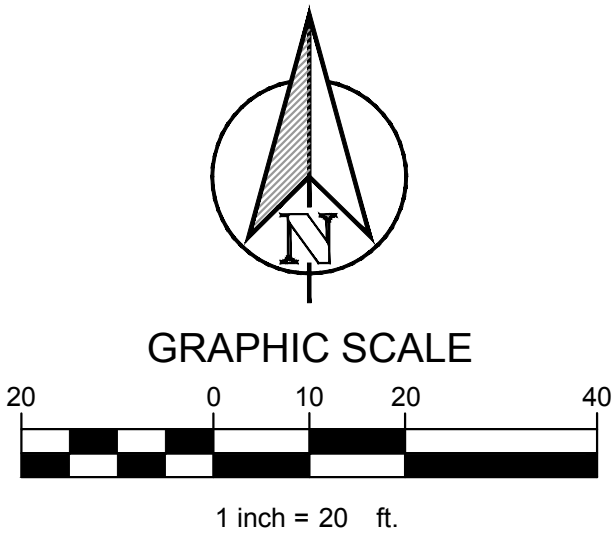
BENCHMARKS

TEMPORARY BENCHMARK #1

BEING AN "X" CUT FOUND ON CONCRETE STORM INLET LOCATED ALONG THE WEST SIDE OF AN ENTRANCE DRIVE TO THE MAIN BUILDING LOCATED ON THE SUBJECT PROPERTY, AND APPROXIMATELY 47 FEET WEST AND 28 FEET SOUTH OF A FIRE HYDRANT LOCATED NEAR THE DRIVE ENTRANCE OF THE MAIN BUILDING. ELEV. = 704.83'

TEMPORARY BENCHMARK #2

BEING AN "X" CUT SET ON CONCRETE PAVING LOCATED AT THE APPROXIMATE CENTER OF THE RADIUS OF THE MAIN ENTRANCE PARKING LOCATED IN FRONT OF THE MAIN BUILDING OF THE SUBJECT PROPERTY AND APPROXIMATELY 10 FEET WEST AND 87 FEET NORTH OF A FIRE HYDRANT LOCATED NEAR THE DRIVE ENTRANCE TO SAID MAIN BUILDING.



SITE DATA TABLE	BLOCK B, LOT 2
EXISTING ZONING	SINGLE FAMILY
PROPOSED USE	COUNTRY CLUB
BUILDING HEIGHT	2 STORY/2-STORY (40')
BUILDING AREA	13,126 SF
PARKING REQUIRED	88
REQUIRED PARKING RATIO	1/150 SF (COUNTRY CLUB)
PARKING PROVIDED	174
LAND AREA (AC)	8.69
LAND AREA (SF)	378,536
IMPERVIOUS AREA (SF)	--
HANDICAP REQUIRED	6
VAN HANDICAP PROVIDED	1
TOTAL HANDICAP PROVIDED	6
COVERAGE	--
FLOOR RATIO	--
OPEN SPACE (7% SITE AREA SF)	26,498
OPEN SPACE PROV. (SF)	--
INTERIOR LANDSCAPE(15 SF PER PARKING)	2,610
INTERIOR LANDSCAPE PROV.	--

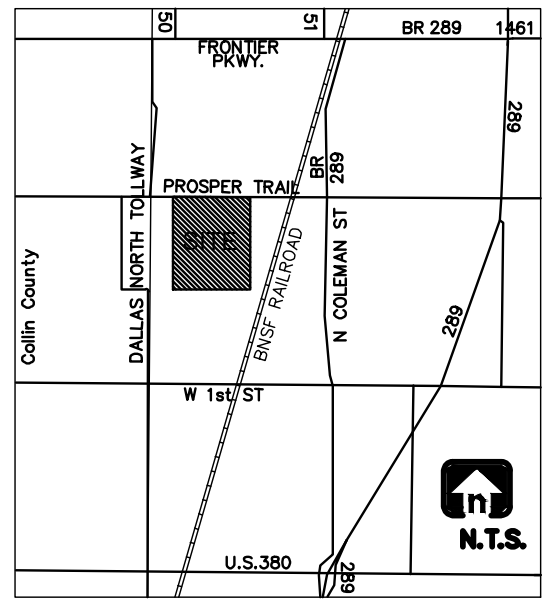
LEGEND	
	STANDARD DUTY CONCRETE PAVEMENT
	SIDEWALK CONCRETE PAVEMENT
	PROPOSED CONCRETE CURB AND GUTTER
	PROPOSED SAW-CUT

ZONING DESCRIPTION: SF - SINGLE FAMILY / PD-1 PROPERTY ID: 2531535 LEGAL ACREAGE: 8.69		
OWNER: HUIE CONSTRUCTION CO. AND PROSPER LAND COMPANY 6175 W. MAIN STREET - SUITE 370 FRISCO, TEXAS 75034 CONTACT NAME:		
APPLICANT: CLAYMOORE ENGINEERING, INC. 1903 CENTRAL DRIVE - SUITE 406 BEDFORD, TX 76021 PH: 817.281.0572 CONTACT NAME: DREW DONOSKY		
SURVEYOR: WINDROSE 220 ELM STREET - SUITE 200 LEWISVILLE, TX 75057 PH: 214.214.2544 CONTACT NAME:		
LEGAL DESCRIPTION: W. HORN-378 HUIE CONSTRUCTION CO. AND PROSPER LAND COMPANY 8.69 ACRES		
CITY: PROSPER	STATE: TEXAS	
COUNTY: COLLIN	SURVEY: W. HORN	ABSTRACT NO.: 376

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYMOORE ENGINEERING
ENGINEERING AND PLANNING
CONSULTANTS
Engineer: DREW DONOSKY
P.E. No. 125651 Date 3/7/2022

GENTLE CREEK COUNTRY CLUB - SITE IMPROVEMENTS
3131 E PROSPER TRAIL
PROSPER, TX 75078

No.	DATE	REVISION	BY



LEGEND

- 1' CONTOUR LINES
- 6.34 PROPOSED CONTOURS
- 24 FT. FIRE LANE, ACCESS & UTILITY
- PROPOSED BUILDING
- HIKE & BIKE TRAIL
- ADA HANDICAP SIDEWALK RAMP
- LIGHT STANDARD
- EXISTING IMPROVEMENTS
- PROPOSED PHASE 3 IMPROVEMENTS

ITEM	PHASE 1 & 2 TOTAL	PHASE 3 TOTAL	TOTAL
GENERAL SITE DATA			
ZONING:	PD-33-OFFICE CHURCH	PD-33-OFFICE CHURCH	PD-33-OFFICE CHURCH
LAND USE (FROM ZONING ORDINANCE)	CHURCH	CHURCH	CHURCH
LOT AREA (LOTS 1R ONLY) (SF/AC)	1,536,781 SF./35.280 AC.	1,536,781 SF./35.280 AC.	1,536,781 SF./35.280 AC.
TOTAL BUILDING AREA (SF)	154,763 S.F.	37,441 S.F.	195,339 S.F.*
FOOTPRINT (SF)	104,515 S.F.	29,057 S.F.	133,572 S.F.*
BUILDING HEIGHT (# STORIES)	1 & 2 STORIES	1 & 2 STORIES	1 & 2 STORIES
BUILDING HEIGHT (FEET):			
EDUCATION ADMINISTRATION	35'	-	35'
MULTI-PURPOSE BUILDING	41'	-	41'
COMMONS	25'	-	25'
REC. FACILITY	37'	-	37'
LOT COVERAGE:			
FLOOR AREA RATIO	6.80%	1.89%	8.69*
	0.10:1	0.03:1	0.13:1
PARKING:			
PARKING RATIO (FROM ZONING ORDINANCE)	1:3	1:3	1:3
REQUIRED PARKING (# SPACES)	650	650	650
PROVIDED PARKING (# SPACES)	939	0	891*
ACCESSIBLE PARKING PROVIDED (# SPACES)	19	0	18*
ACCESSIBLE PARKING REQUIRED (# SPACES)	21	0	21*
TEMPORARY GRAVEL PARKING	0	364	364*
LANDSCAPE:			
INTERIOR LANDSCAPE AREA REQUIRED (SQ FT)	14,655 S.F.	- S.F.	14,655 S.F.*
INTERIOR LANDSCAPE AREA PROVIDED (SQ FT)	93,442 S.F.	- S.F.	93,442 S.F.*
IMPERVIOUS SURFACE (SF/AC)			
	634,263 S.F./14.56 AC.	28,777 S.F./0.66 AC.	663,040 S.F./15.22 AC.*

* TOTALS ALSO ACCOUNT FOR DEMOLITION WORK REQUIRED FOR RECONFIGURATION NEEDED FOR PHASE 3 EXPANSION.

CAUTION:

EXISTING UTILITIES AND UNDERGROUND FACILITIES OF THESE PLANS HAVE BEEN LOCATED FROM REFERENCE INFORMATION AND AS-BUILT PLANS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR ANY DAMAGE TO SAID UTILITIES. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.

GENERAL NOTES:

Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.

Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.

Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.

Landscape shall conform to landscape plans approved by the town.

All elevations shall comply with the standards contained within the Comprehensive 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.

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.

Handicapped parking areas and building accessibility shall conform to the Americans with Disabilities Act (ADA) and with the requirements of the current, adopted Uniform 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.

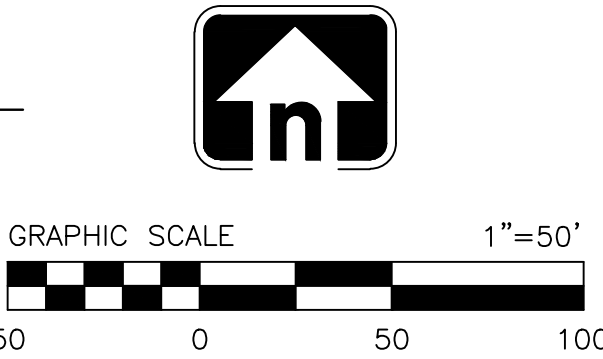
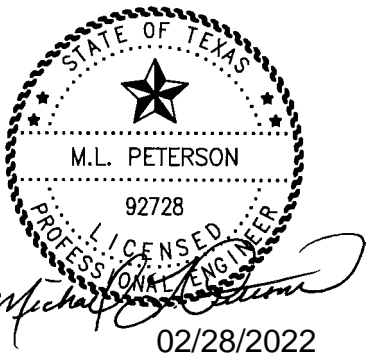
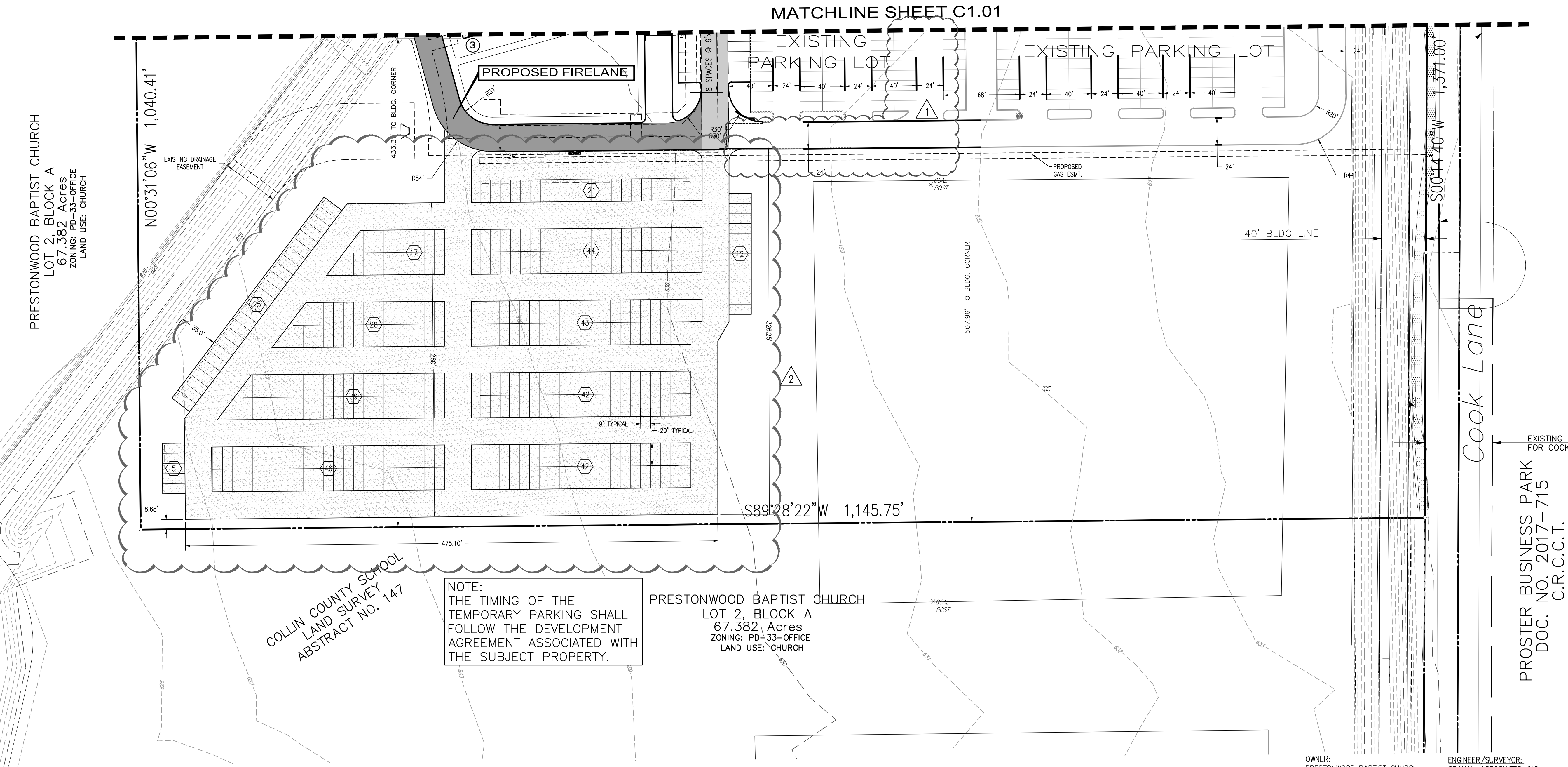
Sidewalks of not less than six (6') feet in width along thoroughfares and five (5') in width along collectors and residential streets, and barrier free ramps at all curb crossings shall be provided per Town standards.

Approval of the site plan is not final until all engineering plans are approved.

Site plan approval is required prior to grading release.

All new electrical lines shall be installed and/or relocated underground.

All mechanical equipment shall be screened from public view in accordance with the Comprehensive Zoning Ordinance.



- 2 02/14/2022 ADDED TEMPORARY PARKING LOT
- 1 02/27/2020 DELETED FIRE LANE AND ISLAND RECONSTRUCTION Case #: D22-00152

REVISED SITE PLAN - BLOCK A, LOT 1R

NORTH CAMPUS - PHASE 3 EXPANSION

PRESTONWOOD BAPTIST CHURCH
TOWN OF PROSPER, COLLIN COUNTY, TEXAS

Graham Associates, Inc.
CONSULTING ENGINEERS & PLANNERS
400 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011 (817) 640-8535
TYPE FIRM: F-119176PLS.FIRM: 101638-00

DRAWN BY: GAI	PROJECT NO. 9929-1039	SHEET
DATE: 7/19/2019		C1.02

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OWNER:
PRESTONWOOD BAPTIST CHURCH
6801 PARK BLVD.
PLANO, TEXAS 75093
c/o MR. ALAN MONK
(972)820-5000
amonk@prestonwood.org

ENGINEER/SURVEYOR:
GRAHAM ASSOCIATES, INC.
600 SIX FLAGS DRIVE, SUITE 500
ARLINGTON, TEXAS 76011
c/o Mike L. Peterson, P.E.
METRO (817)640-8535
FAX (817) 633-5240
MPeterson@grahamcivil.com





ENGINEERING SERVICES

To: Mayor and Town Council

From: Rebecca Zook, Executive Director of Development and Infrastructure Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon approving a resolution supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold and Brown Alternative Segment B alignment as presented by TxDOT at their US 380 EIS Public Meeting occurring on March 22, 2022 from 5:30-7:30 pm and their on-line virtual Public Meeting from 5:30 pm March 22, 2022 to 11:59 pm April 6, 2022, due to the negative impacts on the Town of Prosper and since the alternative alignments are inconsistent with the Town's Thoroughfare Plan and the current alignment of said highway.

Description of Agenda Item:

As Council is aware, the Texas Department of Transportation (TxDOT) conducted a feasibility study regarding the identification of an alignment for the future Controlled Access Highway of U.S. Highway 380 that began in 2017 and culminated in a formal report in March 2020. The Town of Prosper was heavily involved throughout the three (3) year process by clearly identifying and supporting an alignment within the limits of the Town. In late 2021, TxDOT commenced the Environmental Impact Study (EIS) for the project. As part of the EIS, TxDOT has reintroduced an alignment that cuts through the Town of Prosper (Brown and Gold Alignment Segment B).

For the past 5 years, the Town has remained involved and steadfast in its support of the US 380 Project. In an effort to show support and cooperation, the Town passed six (6) Resolutions between April 2017 and July 2021 clearly identifying the preferred alignment of keeping 380 on 380 within the Town's jurisdictional limits.

For the past 9 months, Town staff has continued to be involved and meet with TxDOT to collaborate on the schematic design for the Segment A alignment within the limits of Prosper (widening of US 380 on the current alignment). The meetings have occurred on a monthly basis and during each meeting, Town staff has taken the opportunity to reiterate its support for the Segment A alignment and its opposition to Segment B within Prosper.

As part of the EIS process, TxDOT held an in person public meeting on March 22, 2022 from 5:30 to 7:30 pm sharing design schematics of various alignments between Coit Road in Prosper to FM 1827 East of McKinney and seeking public input. In addition to the in person meeting, TxDOT is also holding a virtual public meeting at www.KeepItMovingDallas.com/US380EISPublicMeeting that began on March 22, 2022 at 5:30 pm and will remain open until 11:59 pm on April 6, 2022. TxDOT is seeking public comments during this 15-day period as required by their standards and the EIS process.

Town staff is recommending that the Town Council approve a new resolution reaffirming its opposition to the Gold and Brown Alternative Segment B alignment as presented as part of the Environmental Impact Study and submit the resolution during the 15-day comment period.

The attached resolution states the following:

- The Town Council supports the current alignment of U.S. Highway 380 expanding to a Limited Access Roadway (LAR).
- The Town Council continues to support TxDOT's Recommended Alignment as presented in both the May 6, 2019 Public Meeting and included within the U.S. 380 Collin County Feasibility Study Final Report completed in March 2020.
- The Town Council expresses its strong opposition to any alignment that is not consistent with the Towns Thoroughfare Plan and is not on the current alignment of U.S. Highway 380 in the Town.
- The Town Council expresses its strong opposition to any proposed alignment consideration of the Gold or Brown Alternative Segment B alignments for U.S. Highway 380 within the corporate limits of the Town of Prosper as presented at the TxDOT Public Meeting held on March 22, 2022 from 5:30 to 7:30 pm and included in the on-line Public meeting available from March 22nd at 5:30 pm – April 6th at 11:59 pm and as included on the website: www.KeepItMovingDallas.com/US380EISPublicMeeting.
- The Town Council is opposed to the Gold or Brown Alternative Segment B alignments due to their impacts and close proximity to the ManeGait Therapeutic Horsemanship Rehabilitation Center providing equine therapy to children and adults with disabilities.
- The Town Council is opposed to the Gold or Brown Alternative Segment B alignments due to their impacts on existing and future residential and commercial developments in Prosper to include Founders Classical Academy, Wandering Creek, Malabar Hills, Brookhollow East, Brookhollow Multi-Family, Prosper ISD High School #3, a proposed cemetery and Ladera, an age restricted senior community.
- The Town Council is opposed to the Gold or Brown Alternative Segment B alignments due to the fact that the alignments could significantly increase ground-level ozone that would impact at least two (2) environmentally sensitive facilities, Founders Classical Academy and ManeGait Therapeutic Horsemanship Rehabilitation Center, both of which serve children and/or individuals with disabilities and said alignments would be in conflict with Air Quality guidelines.
- The Town Council expresses its strong opposition to a proposed alignment within the corporate limits fully and wholly that harmfully disrupts the community cohesion of the Town by disjoining a section of the Town's jurisdiction.
- The Town Council directs Town staff not to coordinate with TxDOT or any other entity related to the preservation of right-of-way for the expansion of U.S. Highway 380 as a Limited Access Roadway while there exists alternative options under consideration for U.S. Highway 380 within the corporate limits of the Town of Prosper other than locating US 380 on its current alignment.

Legal Obligations and Review:

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

Attached Documents:

1. Resolution
2. Prosper Development Map
3. Thoroughfare Plan

Town Staff Recommendation:

Town staff recommends that the Town Council approve a resolution supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold or Brown Alternative Segment B alignments as presented by TxDOT at their US 380 EIS Public Meeting occurring on March 22, 2022 from 5:30-7:30 pm and their on-line virtual Public Meeting from 5:30 pm March 22, 2022 to 11:59 pm April 6, 2022, due to the negative impacts on the Town of Prosper and since the alternative alignments are inconsistent with the Town's Thoroughfare Plan and the current alignment of said highway.

Proposed Motion:

I move to approve a resolution supporting U.S. Highway 380 as a Controlled Access Highway and strongly opposing the consideration of the Gold or Brown Alternative Segment B alignments as presented by TxDOT at their US 380 EIS Public Meeting occurring on March 22, 2022 from 5:30-7:30 pm and their on-line virtual Public Meeting from 5:30 pm March 22, 2022 to 11:59 pm April 6, 2022, due to the negative impacts on the Town of Prosper and since the alternative alignments are inconsistent with the Town's Thoroughfare Plan and the current alignment of said highway.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2022-__

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, SUPPORTING U.S. HIGHWAY 380 AS A CONTROLLED ACCESS HIGHWAY; CONTINUE SUPPORTING THE TXDOT RECOMMENDED ALIGNMENT AS PRESENTED ON MAY 6, 2019, FOR U.S. HIGHWAY 380 WITHIN THE CORPORATE LIMITS OF THE TOWN; STRONGLY OPPOSING ANY PROPOSED ALIGNMENT CHANGE, INCLUDING THE PROPOSED GOLD OR BROWN ALTERNATIVE SEGMENT B ALIGNMENTS AS PRESENTED AND PART OF TXDOT'S U.S. 380 EIS PUBLIC MEETING ON MARCH 22, 2022, VIRTUAL PUBLIC MEETING FROM MARCH 22 THROUGH APRIL 6, 2022, AND THE SCHEMATIC DESIGN AND WITHIN THE CORPORATE LIMITS OF THE TOWN OF PROSPER; OPPOSING SAID ALIGNMENTS BECAUSE THEY ARE IN CONFLICT WITH EXISTING AND FUTURE DEVELOPMENT ALONG SAID ALTERNATIVES, AS MORE FULLY DESCRIBED IN THIS RESOLUTION; FINDING THAT SAID ALIGNMENTS ARE NOT CONSISTENT WITH THE TOWN'S THOROUGHFARE PLAN AND CURRENT ALIGNMENT OF SAID ROADWAY; AND HARMFULLY DISRUPT THE COMMUNITY COHESION OF PROSPER; MAKING FINDINGS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since October 2018, the Texas Department of Transportation ("TxDOT") has held numerous public hearings and to consider the feasibility study of expanding U.S. Highway 380 in Collin County to a Limited Access Roadway, or more commonly referred to by TxDOT as a Controlled Access Highway; and

WHEREAS, TxDOT's initial public meetings did not include a bypass option for U.S. Highway 380 within the Town's corporate limits while later plans did include a bypass option within the Town's corporate limits; and

WHEREAS, the Town of Prosper has adopted six (6) prior resolutions in support of the current alignment of U.S. Highway 380 expanding to a Limited Access Roadway (LAR) within the corporate limits of the Town; and

WHEREAS, the Town's Thoroughfare Plan, adopted after multiple public hearings and intensive citizen input, depicts U.S. Highway 380 along its current route; and

WHEREAS, TxDOT presented the TxDOT Recommended Alignment for U.S. Highway 380 in Collin County at a public meeting on May 6, 2019; and

WHEREAS, the TxDOT Recommended Alignment for U.S. Highway 380 in the Town is consistent with the current alignment of U.S. Highway 380 and the Town of Prosper's Thoroughfare Plan.

WHEREAS, TxDOT finalized the US 380 Collin County Feasibility Study Final Report and Implementation Plan in March 2020, including the Recommended Alignment for U.S. Highway 380 along the current alignment within the Town; and

WHEREAS, TxDOT held an Overall Project Update Meeting on October 12, 2020, and then a more detailed Agency Scoping Meeting on October 29, 2020, for the U.S. Highway 380 Environmental Impact Study (EIS) from Coit Road to FM 1827 and at that time introduced Gold and Brown Alternative Segment B Alignments within the Town limits; and

WHEREAS, in Resolution No. 2020-87, approved by the Town Council on or about November 24, 2020, the Town Council specifically and explicitly opposed the Gold and Brown Alternative Segment B alignments because they “negatively impact[ed] existing and planned future developments within the Town”; and

WHEREAS, in Resolution No. 2021-34, approved by the Council on or about July 13, 2021, the Town Council again specifically and explicitly opposed new Gold or Brown alternative Segment B alignments as presented by TxDOT on May 28, 2021 to the Town; and

WHEREAS, TxDOT held an in-person US 380 EIS Public Meeting on March 22, 2022, from 5:30 to 7:30 pm to share the design of and optional alignments in Prosper and seek public comment from the community; and

WHEREAS, the Gold or Brown Alternative Segment B Alignments shown as part of the TxDOT Public Meeting are and remain incongruent with all prior Resolutions adopted by the Town, including the most recent Resolutions No. 2020-87 and No.2021-34, as well as the Town’s Thoroughfare Plan approved by Council; and

WHEREAS, the Gold or Brown Alternative Segment B Alignments shown as part of the TxDOT Public Meeting continue to negatively impact both existing and planned future residential and commercial developments within the Town, as more fully described herein and as previously outlined in all prior Resolutions adopted by the Town; and

WHEREAS, the Gold or Brown Alternative Segment B Alignments shown as part of the TxDOT Public Meeting could significantly increase ground-level ozone that would impact at least two (2) environmentally sensitive facilities, as more fully addressed in this Resolution, in conflict with Air Quality guidelines promulgated by the North Central Texas Council of Governments; and

WHEREAS, the Gold or Brown Alternative Segment B Alignments shown as part of the TxDOT Public Meeting fully and wholly, harmfully disrupt the community cohesion of the Town by disjoining a section of the Town’s jurisdiction through the proposed rights-of-way take and potential construction of the Segment B alignment; and

WHEREAS, the Town Council further declares its opposition to any alignment of U.S. Highway 380 in the Town that is not consistent with the current alignment of U.S. Highway 380.

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

SECTION 1

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

SECTION 2

The Town Council of the Town of Prosper, Texas, supports U.S. Highway 380 being a Controlled Access Highway.

SECTION 3

The Town Council hereby continues to express its strong support for the TxDOT Recommended Alignment presented by TxDOT at the May 6, 2019, Public Meeting and as included within the U.S. 380 Collin County Feasibility Study Final Report completed in March 2020 for the section within the corporate limits of the Town of Prosper, thereby acknowledging that the future expansion of U.S. Highway 380 will remain in its current alignment within the corporate limits of the Town, consistent with the Town's Thoroughfare Plan.

SECTION 4

The Town Council expresses its strong opposition to any alignment that is not consistent with the current alignment of U.S. Highway 380 in the Town.

SECTION 5

The proposed Gold or Brown Alternative Segment B Alignments will result in a controlled access highway within very close proximity to ManeGait Therapeutic Horsemanship Rehabilitation Center (ManeGait) and the location on its property where activities are conducted for children and adults with disabilities through the healing power of equine therapy.

SECTION 6

The proposed Gold or Brown Alternative Segment B Alignments will result in a controlled access highway that comes in close proximity to Founders Classical Academy (FCA), a charter school that opened to students in August 2021, the residential communities of Wandering Creek, Malabar Hills, Brookhollow East, Brookhollow Multi-Family, and Prosper ISD High School #3.

SECTION 7

The proposed Gold or Brown Alternative Segment B Alignments will result in a controlled access highway that is within close proximity of a cemetery scheduled to begin construction no later than Summer 2022.

SECTION 8

The proposed Gold or Brown Alternative Segment B Alignments will result in a controlled access highway that will bisect Ladera, an age-restricted senior community in the Town that is currently under construction and anticipated to have homes by the end of the year.

SECTION 9

The proposed Gold or Brown Alternative Segment B Alignments could significantly increase ground-level ozone that would impact at least two (2) environmentally sensitive facilities, FCA and ManeGait, both of which serve children and/or individuals with disabilities and said Alignments would be in conflict with Air Quality guidelines promulgated by the North Central Texas Council of Governments (NCTCOG). Moreover, the Town Council strongly recommends that a risk assessment related to ground-level ozone should be undertaken to determine compliance with NCTCOG's regional initiative to reduce ozone emissions.

SECTION 10

Moreover, the Town Council hereby expresses its strong opposition to any proposed alignment consideration of the Gold or Brown Alternative Segment B Alignments for U.S. Highway 380 within the corporate limits of the Town of Prosper that are not consistent with the Town's Thoroughfare Plan within the limits of the Town.

SECTION 11

Moreover, the Town Council hereby expresses its strong opposition to any proposed alignment consideration of the Gold or Brown Alternative Segment B Alignments for U.S. Highway 380 within the corporate limits that fully and wholly harmfully disrupts the community cohesion of the Town by disjoining a section of the Town's jurisdiction through the proposed rights-of-way take and potential construction of the Segment B alignment.

SECTION 12

The Town Council hereby directs Town staff not to coordinate with TxDOT or any other entity related to the preservation of right-of-way for the expansion of U.S. Highway 380 as a Controlled Access Roadway while there exist alternative options for U.S. Highway 380 within the corporate limits of the Town of Prosper other than on its current alignment.

SECTION 13

Any and all resolutions, rules, regulations, policies, or provisions in conflict with the provisions of this Resolution are hereby repealed and rescinded to the extent of any conflict herewith.

SECTION 14

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 29TH DAY OF MARCH, 2022.

Ray Smith, Mayor

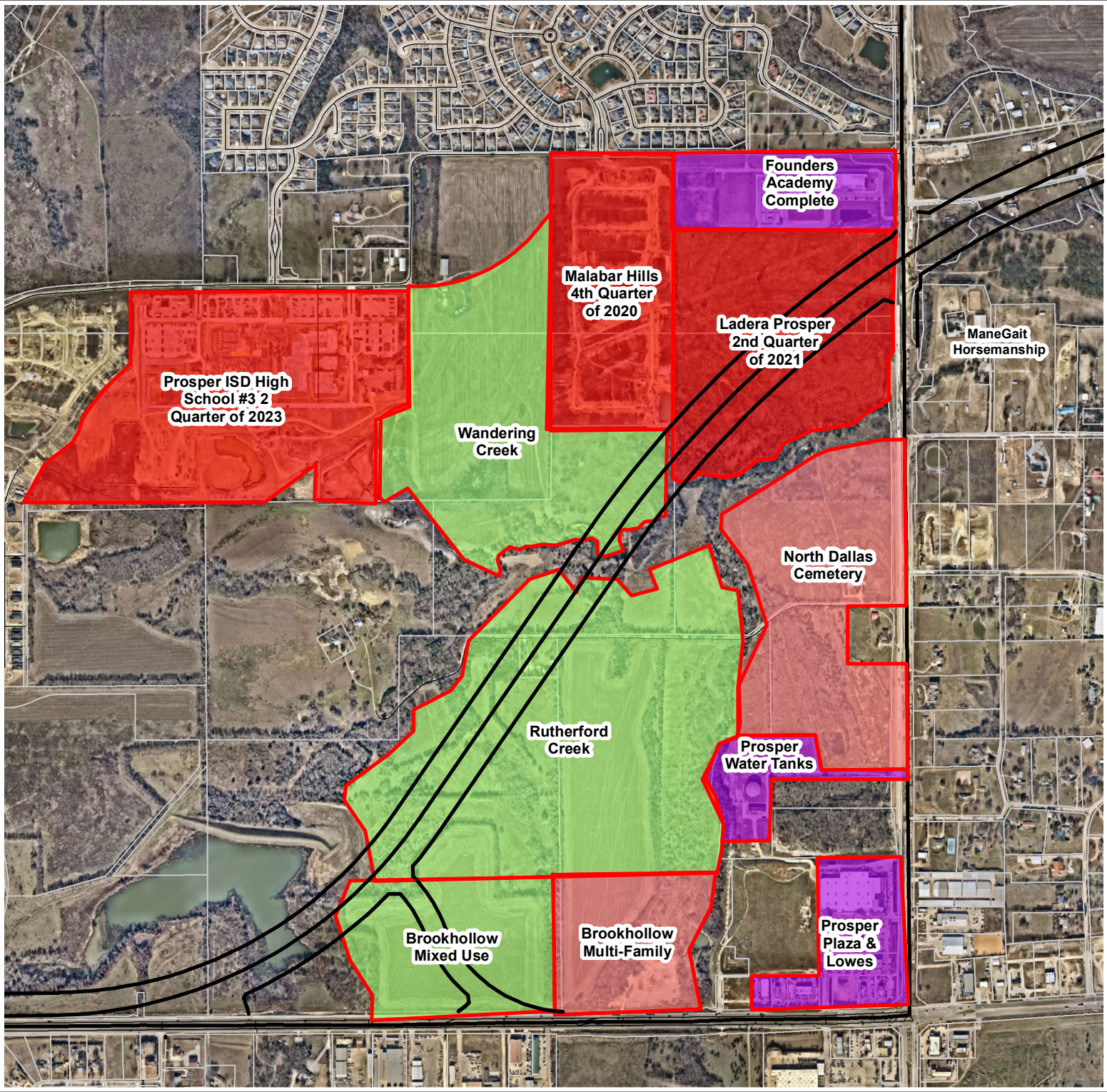
ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

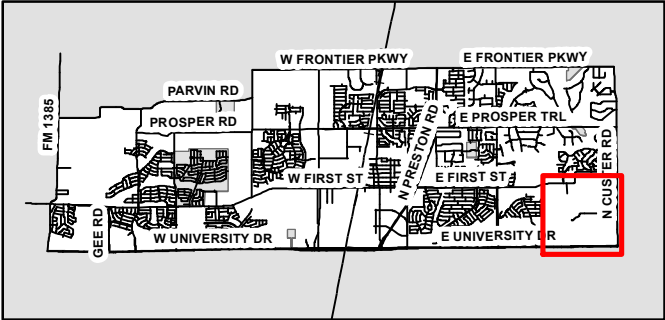
Terrence S. Welch, Town Attorney

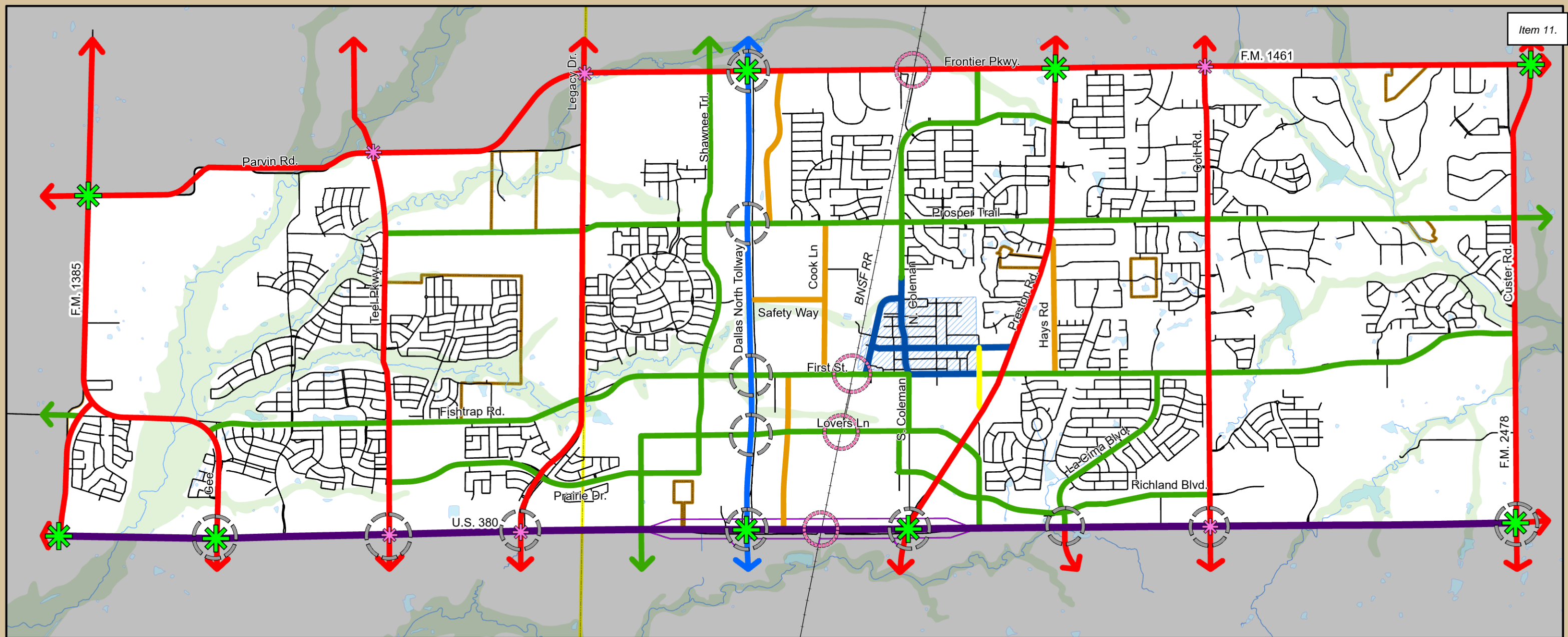
Prosper Development Map



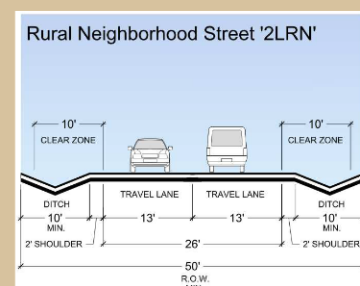
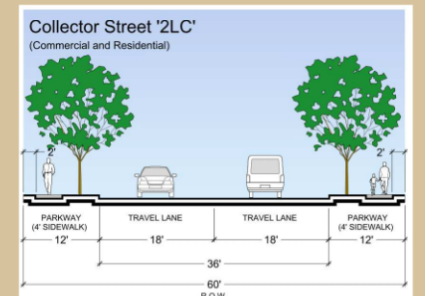
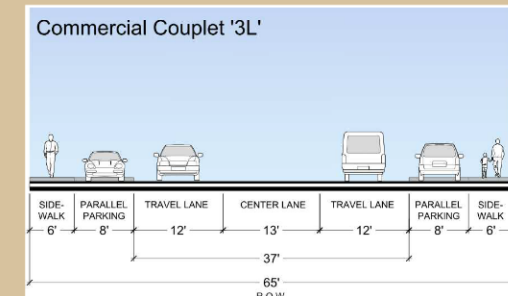
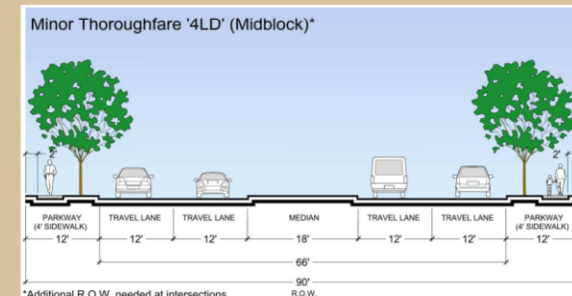
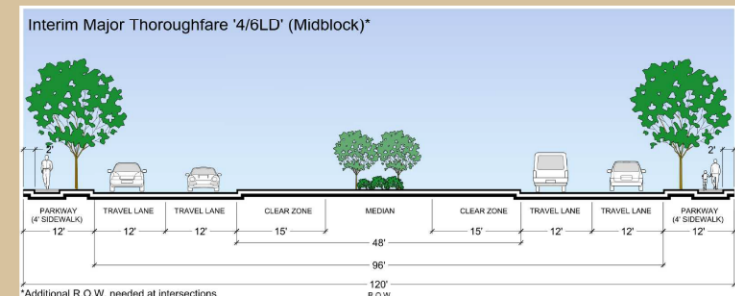
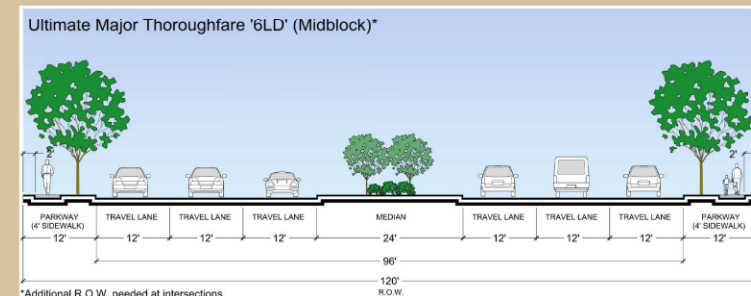
Prosper Development

- Zoning - Approved
- Under Review
- Plats - Approved
- Site Plans - Approved
- Construction - Released
- Complete





Item 11.



- ### Thoroughfare Description
- Limited Access Roadway/Freeway (330' ROW)
 - Dallas North Tollway
 - Major Thoroughfare (6 lane; 120' ROW)
 - Minor Thoroughfare (4 lane; 90' ROW)
 - Commercial Couplet (3 lane; 65' ROW)
 - Commercial Collector (2 lane; 60' ROW)
 - Old Town District (Section Varies)
 - Access Roads

- ★ Major Gateway
- ★ Minor Gateway
- Grade Separation
- RR Grade Separation
- Town of Prosper
- ETJ
- + 100 Year Floodplain

The Thoroughfare Plan is for informational purposes and has not been prepared for and is not intended for legal, real estate, engineering, or surveying purposes. It is provided as a conceptual guide for transportation decisions within the Town related to general roadway alignments and classifications. The Town of Prosper does not assume any responsibility or liability for omissions, inaccuracies, or misinterpretations of the Thoroughfare Plan.

Plate 3

May 2021

Thoroughfare Plan

0 0.25 0.5 1 Miles

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* Refer to Comprehensive Plan for Interim Development of Coit Road between Frontier Parkway and Prosper Trail.



PLANNING

To: Mayor and Town Council

From: Alex Glushko, AICP, Planning Manager

Through: Harlan Jefferson, Town Manager
Rebecca Zook, P.E., Executive Director of Development & Infrastructure Services
Khara Dodds, AICP, Director of Development Services

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Conduct a public hearing and consider and act upon a request to amend Planned Development-94 (PD-94), for the Westside Development, on 64.5± acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards. (Z22-0001).

Description of Agenda Item:

The zoning and land use of the surrounding properties are as follows:

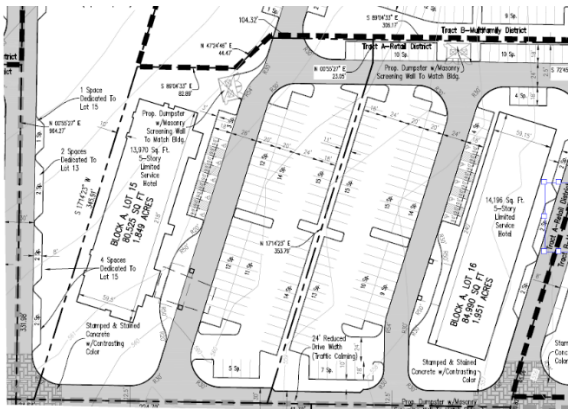
	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Planned Development-94	Undeveloped	US 380 District
North	Agricultural and Planned Development-40-Single Family	Glenbrook Subdivision and Undeveloped	Medium Density Residential
East	Planned Development-40-Single Family	Undeveloped (floodplain)	US 380 District
South	Town of Little Elm	Undeveloped and Holt Cat Equipment Sales	Town of Little Elm
West	Denton County	Undeveloped, Savannah Subdivision, and Valero Gas Station	Denton County

Requested Zoning – In 2018, Planned Development-94 was approved for the Westside development, which was intended to be a mixed-use development including various uses, including, but not limited to multifamily, indoor commercial amusement, limited-service hotel, restaurant, retail, convenience store with gas pumps, and open space. At the time of approval, it was anticipated the limited-service hotel would be a La Quinta or a comparable hotel. Since

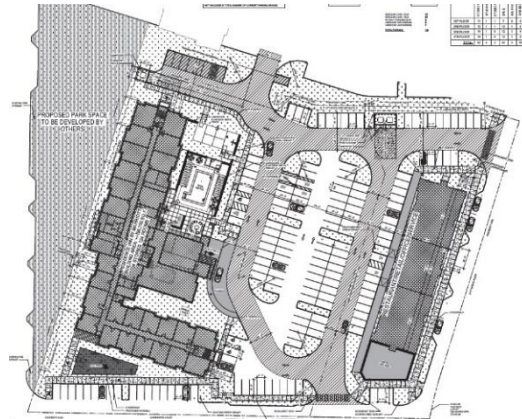
approval of the zoning, the development has been sold to another developer, and the current owner is working with a different type and brand of hotel, an extended-stay hotel, as opposed to a limited-service hotel, which is currently intended to be a Residence Inn by Marriott. The purpose of the proposed PD amendment is to update the PD with regard to the type of hotel, layout, elevations, and parking to accommodate the proposed hotel. Details about the proposed amendment are outlined below.

- **Permitted Uses** – The current PD allows for two (2) limited-service hotels. The proposed PD has been modified to allow for one (1) extended stay hotel.
- **Layout** – To accommodate the new hotel, the proposed layout has been modified, as shown below, by removing the two (2) limited-service hotels and depicting one (1) extended stay hotel. The proposed hotel is four-stories, 96,750 square feet, with 124 rooms. In place of the second hotel, the applicant has included a 10,858-square-foot retail/office/restaurant multitenant building. For comparison purposes, the limited service hotels previously proposed in PD-94 were approximately 80,000 square feet with 113 rooms, and 85,000 square feet with 117 rooms, respectively.

Current Layout



Proposed Layout



- **Parking** – In conjunction with the layout change, the applicant is proposing a modification to the parking regulations for hotel. The zoning ordinance currently requires one parking space per room; however, the applicant is proposing to allow for one parking per 75% of the rooms. The applicant has stated that hotels generally maintain 75-80% occupancy, and that not all guests drive to hotels. Further, the applicant is proposing to allow for the sharing of parking spaces between the hotel and multitenant building, provided all minimum parking requirements are met. In general, the overall Westside development is overparked by over 300 parking spaces with nearby parallel parking spaces to be provided in the future. Staff is supportive of this request.
- **Architecture** – The PD amendment proposes to replace the hotel elevations. The proposed extended-stay hotel will be constructed primarily of brick and stone, as shown below.



No other aspect of the proposed PD related to other uses or provisions are proposed to be modified with this amendment. Staff recommends approval of this request as presented.

Future Land Use Plan – The Future Land Use Plan recommends US 380 District for the property. The request conforms to the Future Land Use Plan.

Thoroughfare Plan – The property is adjacent to US 380, a future six-lane divided major thoroughfare and FM 1385 a future six-lane divided major thoroughfare.

Parks – This property is not needed for the development of a public park. Hike and bike trails are required in conjunction with development of the property in accordance with the Hike and Bike Trail Map of the Parks Master Plan.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Zoning Ordinance and state law. To date, staff has not received any Public Hearing Notice Reply Forms in response to this request.

Attached Documents:

1. Aerial and Zoning Maps
2. Proposed PD Exhibits
3. Proposed Exhibit C Redlines

Planning & Zoning Commission Recommendation:

At their March 1, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 7-0, subject to an amendment to the existing Development Agreement.

Staff Recommendation:

Staff recommends approval of the request to amend Planned Development-94 (PD-94), for the Westside Development, on 64.5± acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards, subject to an amendment to the existing Development Agreement.

Proposed Motion:

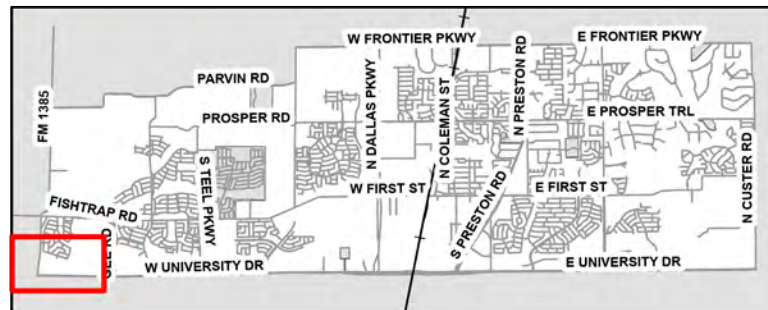
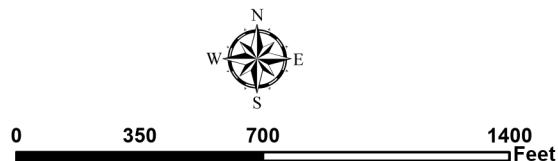
I move to amend Planned Development-94 (PD-94), for the Westside Development, on 64.5± acres, northeast corner of US 380 and FM 1385, regarding hotel uses and development standards, subject to an amendment to the existing Development Agreement.

Z22-0001 - Westside (PD-94) Amendment

Item 12.

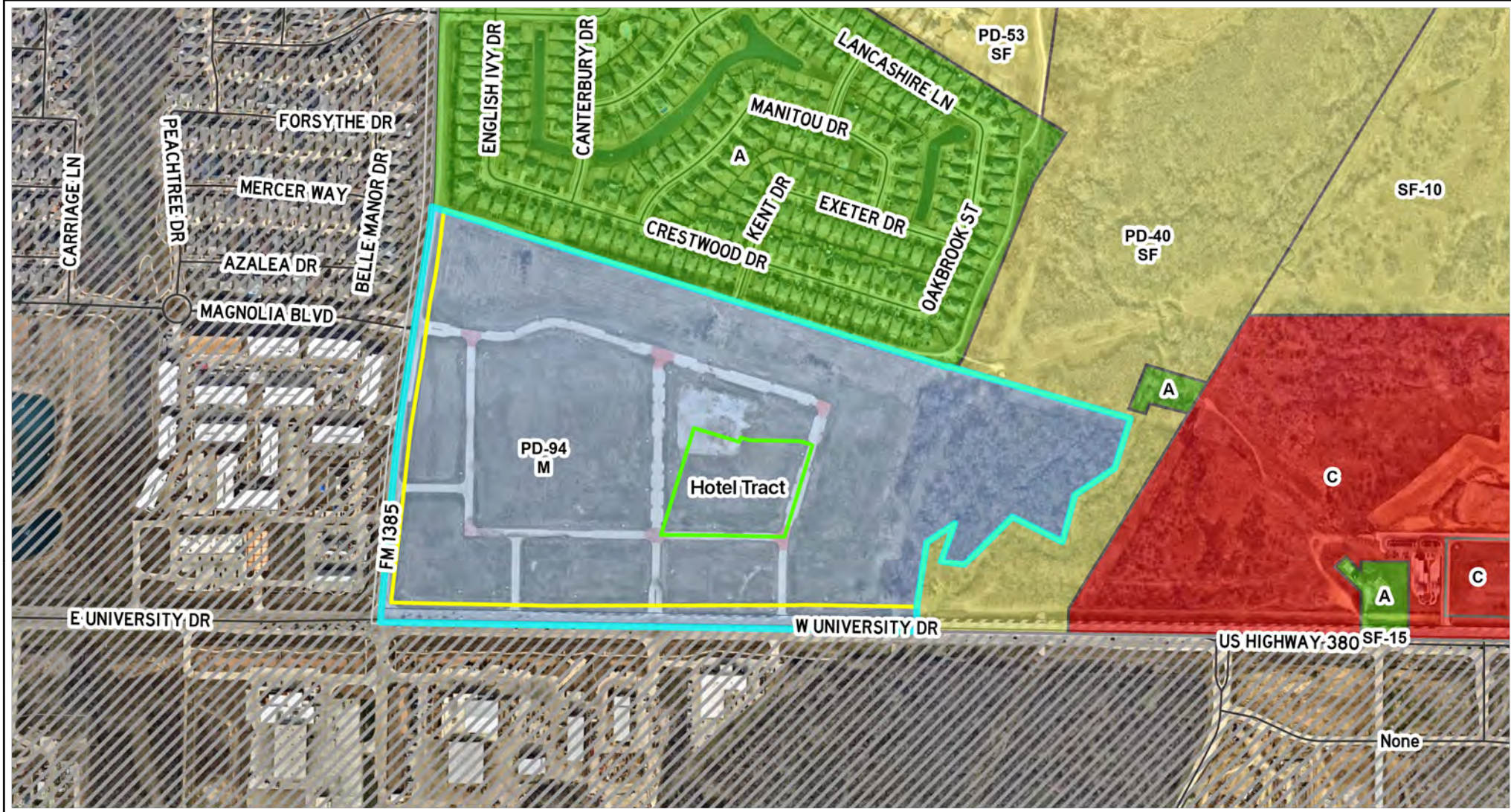


This map is for illustration purposes only.



Z22-0001 - Westside (PD-94) Amendment

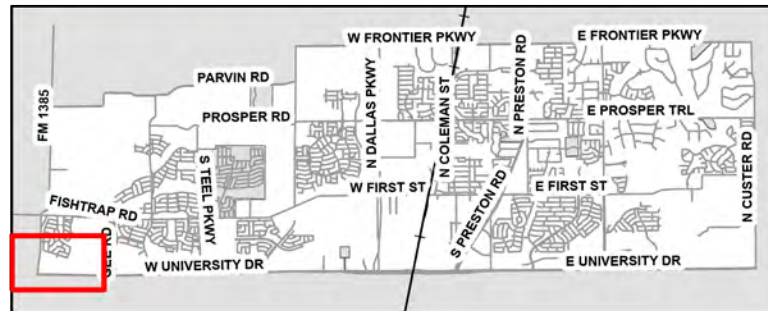
Item 12.



This map is for illustration purposes only.



0 350 700 1400 Feet



Z22-0001

EXHIBIT B
STATEMENT OF INTENT AND PURPOSE
WESTSIDE

1. Statement of Intent

A. Overall Intent

The purpose of this project is to create a walkable urban neighborhood using a horizontal mix of uses. Access to shopping, housing, community retail and park land promotes a quality of life that nurtures the public health, safety, comfort, convenience, prosperity and general welfare of the immediate community, as well as to assist in the orderly and controlled growth and development of the land area described within this document.

B. Description of Property

The subject property comprises approximately 64 acres of vacant land at the northeast corner of U.S. Highway 380 and F.M. 1385 in Prosper, Texas. It is additionally bounded by the Glenbrooke single family neighborhood to the north and Doe Branch Creek to the east. An existing trail exists along the property's north boundary and currently serves the adjacent single family neighborhood. This trail may extend into the Doe Branch drainage system and be part of the larger Town of Prosper Trails Plan.

C. Description of Proposed Property

The subject property as depicted in Exhibit "D" has been divided into two distinct sub-districts. The purpose of sub-district requirements is to define the character of new development within each sub-district. They have been carefully designed to allow enough flexibility for creative building solutions, while being prescriptive in areas necessary to preserve consistency throughout the development.

Given that the subject property resides at the hard corner of two major thoroughfares and will serve as a gateway to the Town of Prosper, a portion of land with a size yet to be determined, will be set aside as a signage easement for a Town gateway sign near the intersection of U.S. 380 and F.M. 1385.

2. Current Zoning and Land Uses

A. Current Zoning

The subject property comprises land that fall under two distinct zoning classifications. At the intersection of U.S. 380 and F.M. 1385 is a small portion of acreage that zoned for Single Family. The remainder of the property is zoned for Agriculture.

B. Future Land Use Plan

The Future Land Use Plan designates the entire subject property as US 380 District, which is defined as having a variety of uses, such as big box development, hotels, banks, gas/convenience and residential that serves as a buffer between the commercial and nearby single family.

Z22-0001
EXHIBIT C
DEVELOPMENT STANDARDS
WESTSIDE

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance, as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.

Tract A – Retail District

- A1. Except as noted below, the Tract shall develop in accordance with the Retail District as it exists or may be amended.
- A2. Uses. Uses shall be permitted in accordance with the Retail District with the exception of the following:

Permitted Uses

1. Restaurant (with Drive-Through)
 - a. A restaurant with drive-through shall be permitted by right in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance. A maximum of two (2) noncontiguous drive-through restaurants shall be permitted along US 380, and a maximum of two (2) drive-through restaurants shall be permitted along FM 1385, as shown on Exhibit D.
2. Hotel, Extended Stay
 - a. Extended stay hotels shall be permitted by right on the subject property, as shown on Exhibit D, and shall otherwise be permitted in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance.

Prohibited Uses:

1. Athletic Stadium or Field, Public
 2. Automobile Parking Lot/Garage
 3. Automobile Paid Parking Lot/Garage
 4. Recycling Collection Point
 5. School District Bus Yard
- A3. Regulations. Regulations shall be permitted in accordance with the Retail District with the exception of the following:
1. Maximum Height
 - a. Commercial Amusement, Indoor: Two (2) stories, no greater than fifty (50) feet at the parapet height, with an additional twenty (20) feet above the parapet for a marquee.
 - b. Hotel, Extended Stay: Five (5) stories, no greater than seventy-five (75) feet.
 - i. Minimum height of four (4) stories.
- A4. Design Guidelines
1. Elevation Review and Approval
 - a. Conceptual Elevations, conforming to Exhibit F, shall be submitted at the time of Preliminary Site Plan, subject to approval by the Planning & Zoning Commission.

- b. Detailed Façade Plans conforming to the Conceptual Elevations shall be submitted for each building at the time of Site Plan, subject to approval by the Planning & Zoning Commission. Façade Plans for the Extended Stay Hotels and the Indoor Commercial Amusement uses shall also be subject to Town Council approval.

2. Architectural Standards

- a. At least eighty percent (80%) of each building's façade (excluding doors and windows) shall be finished in one of the following materials: Masonry (brick or stone)
 - i. Commercial Amusement, Indoor may utilize architectural finished concrete as a primary masonry material, and may be used for up to one hundred percent (80%) of a building elevation, as shown on Exhibit F. In addition, a maximum of ten percent (10%) secondary material, and minimum of ten percent (10%) stone, per elevation, shall be required for Commercial Amusement, Indoor.
- b. For retail/restaurant uses, no more than thirty percent (30%) of each façade elevation shall use wood-based high pressure laminate (i.e. Prodema, Trespa, CompactWood), as shown on Exhibit F.
- c. No more than fifteen percent (15%) of each façade elevation may use a combination of accent materials such as cedar or similar quality decorative wood, architectural metal panel, tile, stucco, or Exterior Insulating Finishing System (EIFS). Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features. Commercial Amusement, Indoor shall be limited to a maximum ten percent (10%).
- d. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, marquees and roof forms whose area in plan is no greater than fifteen percent (15%) of the ground floor footprint may exceed the height limits by up to ten feet (10').
- e. No single material shall exceed eighty percent (80%) percent of an elevation area. Except for Commercial Amusement, Indoor, a minimum of twenty percent (20%) of the front façade and all facades facing public right-of-way shall be natural or manufactured stone. A minimum of ten percent (10%) of all other facades shall be natural or manufactured stone. Commercial Amusement, Indoor shall require a minimum ten percent (10%) stone, per elevation.
 - i. All buildings shall be designed to incorporate a form of architectural articulation every thirty feet (30'), both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:
 - ii. Canopies, awnings, or porticos;
 - iii. Recesses/projections;
 - iv. Arcades;
 - v. Arches;
 - vi. Display windows, including a minimum sill height of thirty (30) inches;
 - vii. Architectural details (such as tile work and moldings) integrated into the building facade;
 - viii. Articulated ground floor levels or base;
 - ix. Articulated cornice line;
 - x. Integrated planters or wing walls that incorporate landscape and sitting areas;
 - xi. Offsets, reveals or projecting rib used to express architectural or structural bays; or
 - xii. Varied roof heights;
- f. All buildings shall be architecturally finished on all four (4) sides with same materials, detailing, and features.

- g. Except for the Commercial Amusement, Indoor, all primary and secondary exterior building materials (exclusive of glass) shall be of natural texture and shall be neutrals, creams, or other similar, non-reflective earth tone colors. Bright, reflective, pure tone primary or secondary colors, such as red, orange, yellow, blue, violet, or green are not permitted.
- h. Corporate identities that conflict with the building design criteria shall be reviewed on a case-by-case basis and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of the Town's Zoning Ordinance.
- i. Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.
- j. All retail/commercial buildings with facades greater than two hundred feet (200') in length shall incorporate wall plane projections or recesses that are at least six feet (6') deep. Projections/recesses must be at least twenty five percent (25%) of the length of the facade. Except for Commercial Amusement, Indoor, no uninterrupted length of facade may exceed one hundred feet (100') in length.

3. Windows and Doors

- a. All ground floor front facades of buildings along streets or public ways with on-street parking or that face directly onto Open Space and contain non-residential uses shall have transparent storefront windows covering no less than thirty percent (30%) of the façade area. Hotels shall have no less than ten percent (10%) of the façade.
- i. Clear glass is required in all non-residential storefronts. Smoked, reflective, or black glass that blocks two-way visibility is only permitted above the first story. Windows shall have a maximum exterior visible reflectivity of thirty percent (30%).

4. Awning, Canopies, Arcades, and Overhangs

- a. Awnings shall not be internally illuminated.
- b. Canopies shall not exceed one hundred linear feet (100') without a break of at least five feet (5').
- c. Awnings and canopies shall not extend beyond ten feet (10') from the main building façade.

A5. Additional Standards

1. Open Space

a. Urban Open Space

- i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of one (1) acre of useable land area that will serve as the central park to the commercial development. A minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Rural Open Space; a minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Glenbrooke neighborhood via Kent Drive. Gates and/or fencing on any pedestrian or vehicular way accessing Kent Drive shall be prohibited.
- ii. The urban park open space shall be constructed at the time of construction of phase 1. The urban park open space shall be constructed at the developer's cost.
- iii. The hike and bike trail system and trailhead shall be constructed at the time of construction of phase 1B. The hike and bike trail system shall be constructed at the developer's cost.

- b. Rural Open Space
 - i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of nine (9) acres of useable land area that will serve the greater community with both active and passive open space.
 - c. Combined Urban Open Space and Rural Open Space shall collectively satisfy all Open Space requirements for both Tract A and Tract B as required by the Town of Prosper Zoning Ordinance.
2. Landscape Screening and Buffering
- a. A thirty-foot (30') landscape easement shall be required along roadways when an adjacent building sides or backs the road. The landscape buffer shall consist of a minimum three-foot (3') foot berm.
 - b. A minimum of twenty feet (20') of landscape easement shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights-of-way. None of the required trees and/or shrubs shall be located within any utility easement.
 - c. A minimum ten-foot (10') landscape buffer is required adjacent to Urban and Rural Open Space.
 - d. Berming shall be required behind the Entertainment/Indoor Commercial Amusement structure located in Phase 2A as reflected on the Phasing Diagram.
3. Lot Frontage
- a. Lots are not required to front on a public right-of-way, provided an access easement is established by plat prior to issuance of a Certificate of Occupancy (CO) for any building on a lot not fronting on right-of-way.
4. Parking Requirement
- a. Hotel, Extended Stay: One (1) parking space, equivalent to seventy-five percent (75%) of the total number of rooms/keys provided. Parking spaces for Lots 15 and 16 may be shared, provided the minimum requirements per the zoning ordinance and herein are met.

Tract B – Multifamily District

- B1. Except as noted below, the Tract shall develop in accordance with the Multifamily District as it exists or may be amended.
- B2. Multifamily Construction
 - 1. For Phase 1B, as shown on Exhibit E2, which consists of a maximum of 243 units, construction may not commence until construction of the first floor framing has begun on the restaurant/retail building as shown on Lot 8 on Exhibit D and the Extended Stay Hotel on Lot 15 on Exhibit D.
 - 2. For Phase 2B, as shown on Exhibit E2, which consists of a maximum of 237 units, construction may not commence until vertical construction has begun on a minimum fifty thousand (50,000) square foot Indoor Commercial Amusement building or similar size retail building.
- B3. Regulations. Regulations shall be permitted in accordance with the Multifamily District with the exception of the following:
 - 1. Maximum Number of Units: Four hundred and eighty (480) units.

2. Maximum Height:
 - a. Two (2) stories, no greater than forty feet (40') for buildings within one hundred (100) feet of a single family zoning district.
 - b. Three (3) stories, no greater than fifty feet (50').
 - c. Four (4) stories, no greater than sixty-five feet (65').
3. Size of Yards
 - a. In accordance with Exhibit D.
4. Minimum Dwelling Area
 - a. One (1) bedroom: 650 square feet
 - b. Two (2) bedroom: 925 square feet
 - c. Three (3) bedroom: 1,150 square feet
5. Lot Coverage: Maximum fifty percent (50%)

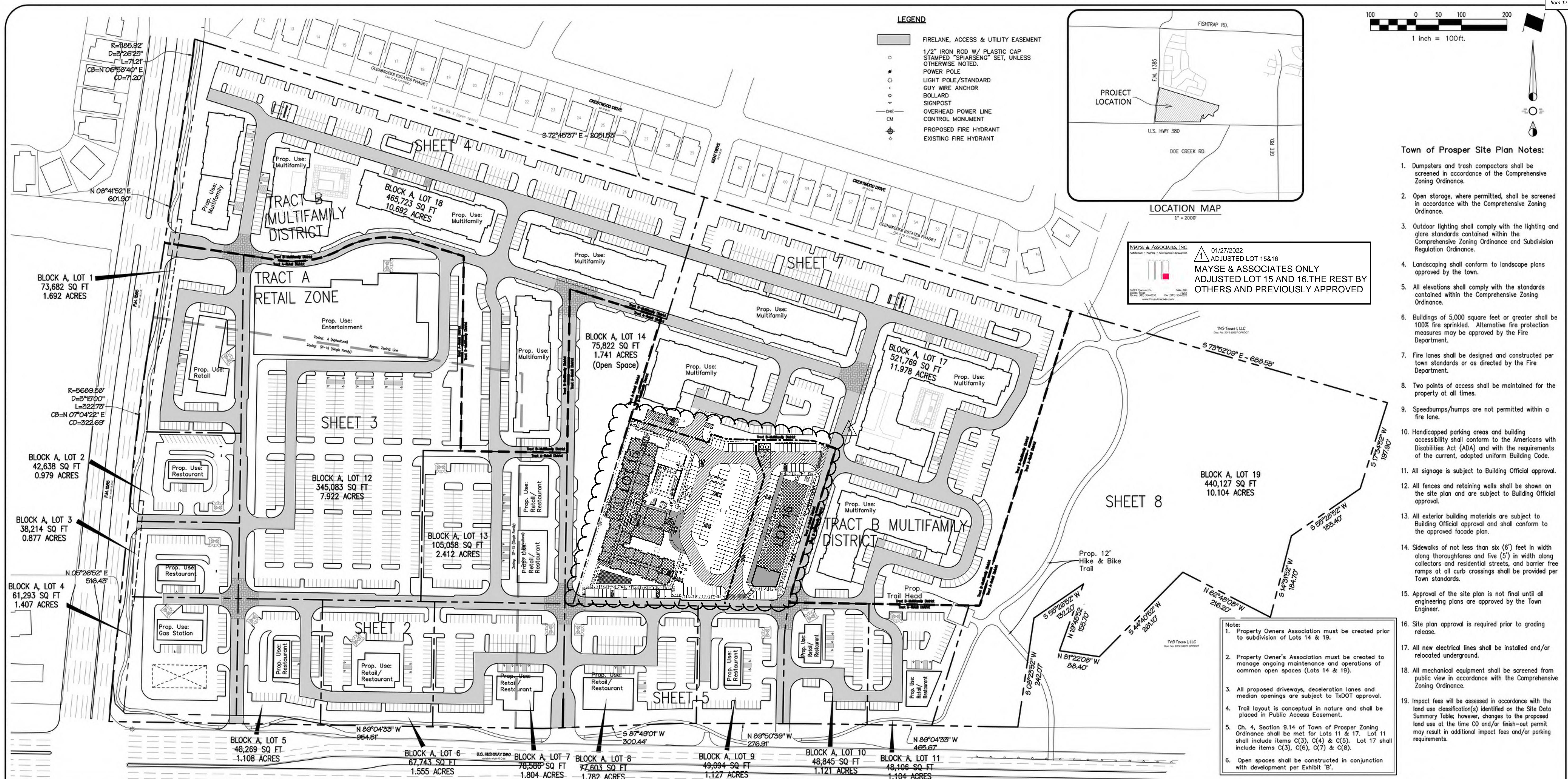
B4. Design Guidelines

1. Elevation Review and Approval
 - a. Conceptual Elevations, conforming to Exhibit F, shall be submitted at the time of Preliminary Site Plan, subject to approval by the Planning & Zoning Commission.
 - b. Detailed Façade Plans conforming to the Conceptual Elevations shall be submitted for each building at the time of Site Plan, subject to approval by the Planning & Zoning Commission.
2. Architectural Standards
 - a. At least eighty percent (80%) of each building's façade (excluding doors and windows) shall be finished in one of the following materials: Masonry (brick and stone).
 - b. No more than fifteen percent (15%) of each façade elevation shall use a combination of accent materials such as cedar or similar quality decorative wood, fiber cement siding, resin-impregnated wood panel system, cementitious-fiber clapboard (not sheet) with at least a fifty (50) year warranty, architectural metal panel, split-face concrete block, tile, stucco, or Exterior Insulating Finishing System (EIFS). Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features.
 - c. Any enclosed one or two-car garage shall be designed and constructed of the same material as the primary building.

B5. Additional Standards

1. Open Space
 - a. Urban Open Space
 - i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of one (1) acre of useable land area that will serve as the central park to the commercial development. A minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Rural Open Space; a minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Glenbrooke neighborhood via Kent Drive. Gates and/or fencing on any pedestrian or vehicular way accessing Kent Drive shall be prohibited.
 - ii. The urban park open space shall be constructed at the time of construction of Phase 1. The urban park open space shall be constructed at the developer's cost.

- iii. The hike and bike trail system and trailhead shall be constructed at the time of construction of phase 1B. The hike and bike trail system shall be constructed at the developer's cost.
 - b. Rural Open Space
 - i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of nine (9) acres of useable land area that will serve the greater community with both active and passive open space.
 - c. Combined Urban Open Space and Rural Open Space shall collectively satisfy all Open Space requirements for both Tract A and Tract B as required by the Town of Prosper Zoning Ordinance.
- 2. Landscape Screening and Buffering
 - a. As depicted on the Landscape Plan (Exhibit G), two (2) rows of minimum three inch (3") caliper trees every fifty feet (50') on center, offset, shall be planted along the northern property line.
 - b. A minimum of twenty feet (20') of landscape easement shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights-of-way. None of the required trees and/or shrubs shall be located within any utility easement, except for the twenty-five foot (25') UTRWD utility easement that currently resides immediately south of the property's north property line.
 - c. A minimum ten-foot (10') landscape buffer is required adjacent to Rural Open Space.
- 3. Lot Frontage
 - a. Lots are not required to front on a public right-of-way, provided an access easement is established by plat prior to issuance of a Certificate of Occupancy (CO) for any building on a lot not fronting on right-of-way.
- 4. Parking
 - a. Minimum "Off-Street" Parking. For the purpose of this ordinance, off-street parking shall mean any parking not located immediately adjacent to and along public drives (i.e. parallel parking) used for internal circulation throughout the development.
 - i. One (1) and two (2) bedroom units: 1.8 parking spaces per unit.
 - ii. Three (3) bedroom units: 2.0 parking spaces per unit.
 - b. Tandem parking shall count towards the parking provided for each designated tract or phase that the parking resides within.
 - c. Surface parallel parking that is provided along interior drives shall count towards the parking provided for each designated tract or phase that the parking resides within.
- 5. The provisions of Chapter 4, Section 9.14 (Non-Residential and Multifamily Development Adjacent to a Major Creek) shall apply to the proposed development.
- 6. The provisions of Chapter 4, Section 9.16 (Residential Open Space) shall apply to the proposed development.
- 7. The provision of Chapter 4, Section 9.17 (Multifamily Site Design) shall not apply to the proposed development.



SITE DATA SUMMARY TABLE

LOT	ZONING	PROPOSED USE	LOT AREA		FIRST FLOOR BUILDING AREA (SF)	TOTAL BUILDING AREA (SF)	UNIT COUNT	BUILDING HEIGHT (ft)	MAX. BUILDING HEIGHT (story)	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANDICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)
1	PD	RETAIL	73,682	1.69	10,950	10,950	N/A	40'	1	14.9%	0.1486:1	1:250	44	62	2	2	930	34,878	33,874	5,158	Provided in Lots 14/19
2	PD	RESTAURANT W/ D.T.	42,638	0.98	3,172	3,172	N/A	40'	1	7.4%	0.0744:1	1:100	32	33	1	1	495	13,906	25,754	2,985	Provided in Lots 14/19
3	PD	RESTAURANT W/ D.T.	38,214	0.88	2,872	2,872	N/A	40'	1	7.5%	0.0752:1	1:100	29	32	1	1	480	12,064	24,600	2,675	Provided in Lots 14/19
4	PD	GAS STATION	61,293	1.41	4,500	4,500	N/A	40'	1	7.3%	0.0734:1	1:250	18	28	1	1	420	21,561	35,374	4,291	Provided in Lots 14/19
5	PD	RESTAURANT W/ D.T.	48,269	1.11	2,880	2,880	N/A	40'	1	6.0%	0.0597:1	1:100	29	41	1	1	615	15,949	30,349	3,379	Provided in Lots 14/19
6	PD	RETAIL/RESTAURANT	67,743	1.56	6,447	6,447	N/A	40'	1	9.5%	0.0952:1	1:75	86	98	4	4	1,470	24,584	38,417	4,742	Provided in Lots 14/19
7	PD	RETAIL/RESTAURANT	78,586	1.80	6,321	6,321	N/A	40'	1	8.0%	0.0804:1	1:75	85	102	4	4	1,530	26,625	46,460	5,501	Provided in Lots 14/19
8	PD	RETAIL/RESTAURANT	77,603	1.78	7,700	7,700	N/A	40'	1	9.9%	0.0992:1	1:75	103	99	4	4	1,485	24,516	47,655	5,432	Provided in Lots 14/19
9	PD	RESTAURANT W/ D.T.	49,094	1.13	2,931	2,931	N/A	40'	1	6.0%	0.0597:1	1:100	30	44	2	2	660	16,273	29,209	3,437	Provided in Lots 14/19
10	PD	RETAIL/RESTAURANT	48,845	1.12	3,756	3,756	N/A	40'	1	7.7%	0.0769:1	1:75	51	53	3	3	795	18,171	27,255	3,419	Provided in Lots 14/19
11	PD	RETAIL/RESTAURANT	48,106	1.10	4,805	4,805	N/A	40'	1	10.0%	0.0999:1	1:75	97	65	3	3	975	20,260	24,479	3,367	Provided in Lots 14/19
12	PD	ENTERTAINMENT	345,083	7.92	56,000	56,000	N/A	50'	2	16.2%	0.1623:1	1:150	374	494	12	12	7,410	105,889	221,992	24,156	Provided in Lots 14/19
13	PD	RETAIL/RESTAURANT	105,058	2.41	14,819	29,638	N/A	40'	1	14.1%	0.2821:1	1:250	119	152	6	6	2,280	35,118	62,586	7,354	Provided in Lots 14/19
14	PM	OPEN SPACE	75,822	1.74	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	20	N/A	N/A	N/A	N/A	17,20	N/A	64,532
15	PD	HOTEL	123,227	1.85	27,780	96,750	124	55'	5	22.5%	0.78:1	1 SPACE PER GUESTROOM	124	163	6	6	1,470	27,051	96,176	5,637	Provided in Lots 14/19
16	PD	RETAIL/RESTAURANT/ OFFICE	52,296	1.2	10,858	10,858	N/A	40'	1	20.7%	0.20:1	1:250; 1:100; 1:350; REFER TO SHEET A0.2A	63	163	6	6	1,830	6,229	46,067	5,949	Provided in Lots 14/19
17	PD	MULTIFAMILY	521,769	11.98	111,516	319,215	237 (119 - 18, 93 - 28, 25 - 38)	65'	4	21.4%	0.6118:1	1.8 per 18&28 unit 2.0 per 3B unit	443	529	10	10	7,935	141,562	214,547	156,531	Provided in Lots 14/19
18	PD	MULTIFAMILY	465,723	10.69	99,752	282,821	237 (119 - 18, 93 - 28, 25 - 38)	65'	4	21.4%	0.6073:1	1.8 per 18&28 unit 2.0 per 3B unit	432	443	10	10	6,645	160,528	210,529	139,717	Provided in Lots 14/19
19	PD	OPEN SPACE	440,127	10.10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	16,996	N/A	440,127
Total=			2753170	63.20	370,761	889,208													383,729		506,659

SHT. 1 OF 8
TOWN OF PROSPER CASE NO. Z22-0001
Exhibit D Conceptual Plan

WestSide

BLOCK A, LOTS 1-19
BEING 64.501 ACRES OF LAND (GROSS)
63.858 ACRES OF LAND (NET)

IN THE B. HODGES SURVEY, ABSTRACT NO. 593 &
IN THE J. GONZALEZ SURVEY, ABSTRACT NO. 447 &
IN THE P. BARNES SURVEY, ABSTRACT NO. 79 &
IN THE R. TAYLOR SURVEY, ABSTRACT NO. 1671 &
IN THE J. HAYNES SURVEY, ABSTRACT NO. 573 &
IN THE ANGUS JAMISON SURVEY
TOWN OF PROSPER, DENTON COUNTY, TEXAS

OWNER
Taylor Hansel
P.O. Box 770
Frisco, Texas 75034

APPLICANT
MCF Investments
15700 S.H. 121
Frisco, Texas 75035
Telephone (214) 619-4930
Contact: Mike Fannin

ENGINEER / SURVEYOR
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
TBPE No. F-2121 / TBPLS No. F-10043100
Contact: Kevin Wier

1 SITE PLAN
A3.0 A0.2A 1" = 20'-0"

LIST OF HOTEL AMENITIES PROVIDED

AMENITIES	APPROX SQUARE FOOTAGE
01. HOTEL LOBBY/LOUNGE	855 SQ.FT. +/-
02. REGISTRATION DESK	165 SQ.FT. +/-
03. DINNING AREA & PANTRY	937 SQ.FT. +/-
04. FITNESS CENTER @ 1ST FLOOR	846 SQ.FT. +/-
05. MEETING ROOM/BOARD ROOM @ 1ST FLOOR	342 SQ.FT. +/-

PARKING TABULATION

USE	QTY	REQUIRED PARKING RATIO	PARKING REQUIRED BY ORDINANCE	PROPOSED ACKNOWLEDGE SHARE PARKING	PROVIDED PARKING
HOTEL - GUESTROOMS	124 KEYS	1.0 SPACE PER GUEST ROOM PLUS (1) SPACE FOR EACH 200 SQ.FT. OF COMMERCIAL FLOOR AREA CONTAINED	124	0.8 SPACE PER GUEST ROOM	100
RETAIL	3,888 SQ.FT	1.0 SPACE PER 250 SQ.FT. OF GROSS FLOOR AREA	16	1.0 SPACE PER 250 SQ.FT. OF GROSS FLOOR AREA	16
RESTAURANT	3,795 SQ.FT	1.0 SPACE FOR EACH 100 SQ.FT. OF GROSS FLOOR AREA FOR RESTAURANTS LOCATED WITHIN A MULTI-TENANT BUILDING.	38	1.0 SPACE FOR EACH 100 SQ.FT. OF GROSS FLOOR AREA	38
OFFICE	3,175 SQ.FT	1.0 SPACE PER 350 SQ.FT. OF GROSS FLOOR AREA	9	1.0 SPACE PER 350 SQ.FT. OF GROSS FLOOR AREA	9
			187		163

9 ADDITIONAL PARKING SPOTS BEING BUILT FOR RESIDENTIAL ARE NOT INCLUDED IN TOTAL NUMBER OF CURRENT PARKING SPACES.

REGULAR CARS 20'X8' 72
REGULAR CARS 18'X8' 81
EV ONLY PARKING 20'X8' 4
HANDICAP CAR PARKING 5
HANDICAP VAN PARKING 1
TOTAL PARKING 163

SPECIFIC GUEST ROOM TYPE MATRIX

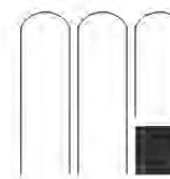
	STUDIO KING A	STUDIO KING C	STUDIO KING D ACC	DIQ E	DIQ F ACC	ONE BEDROOM END G	TWO BED ROOM H	TWO BED ROOM J ACC	TOTAL
1ST FLOOR	11	1	1	7	0	4	0	1	25
2ND FLOOR	13	1	1	12	1	4	0	1	33
3RD FLOOR	14	1	0	12	1	4	1	0	33
4TH FLOOR	14	1	0	12	1	4	1	0	33
TOTAL	52	4	2	43	3	16	2	2	124

SITE PLAN GENERAL NOTES

1. ALL NEW UTILITIES WILL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY REQUIREMENTS.
2. ALL COMMERCIAL DUMPSTERS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF PROSPER CODE OF ORDINANCES.
3. ALL SIGNAGE WILL COMPLY WITH CITY OF PROSPER CODE OF ORDINANCES AND ON A SEPARATE PERMIT.
4. ALL PAVING MATERIALS WILL MEET MINIMUM CITY STANDARDS.
5. ALL FENCES, SIGNS, LIGHTING AND LUMINARIES SHALL COMPLY WITH CITY OF PROSPER ORDINANCES. EXCEPT WHERE SPECIFICALLY NOTED OTHERWISE ON THE SITE PLAN.

BUILDING SQUARE FOOTAGE

FLOOR	AREA PER FLOOR SF
1ST FLOOR	27,780 SF +/-
2ND FLOOR	22,990 SF +/-
3RD FLOOR	22,990 SF +/-
4TH FLOOR	22,990 SF +/-
TOTAL	96,750 SF +/-



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www.MayseAssociates.com

SEAL:

CONCEPTUAL DRAWING
NOT FOR CONSTRUCTION

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Engineer

RESIDENCE INN BY MARRIOTT

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

Residence INN
BY MARRIOTT



ATLANTIC HOTEL GROUP

1801 BRYAN STREET, SUITE M-210,
DALLAS, TEXAS 75201

Revisions:

1 No
2

SITE LEGEND

- LANDSCAPE
- CONCRETE SIDEWALK
- BUILDING FOOT PRINT
- PAVERS
- PAVERS
- INDICATES TRAFFIC DIRECTION
- PROPERTY LINE
- EASEMENT LINE AS INDICATED

date
01/03/2022

A job no. **21122**

sheet title
EXHIBIT D-1

sheet no.

A0.2A

Z22-0001
EXHIBIT E
DEVELOPMENT SCHEDULE
WESTSIDE

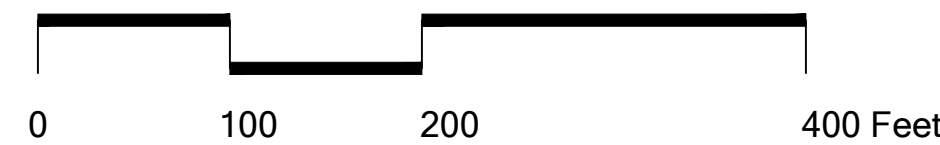
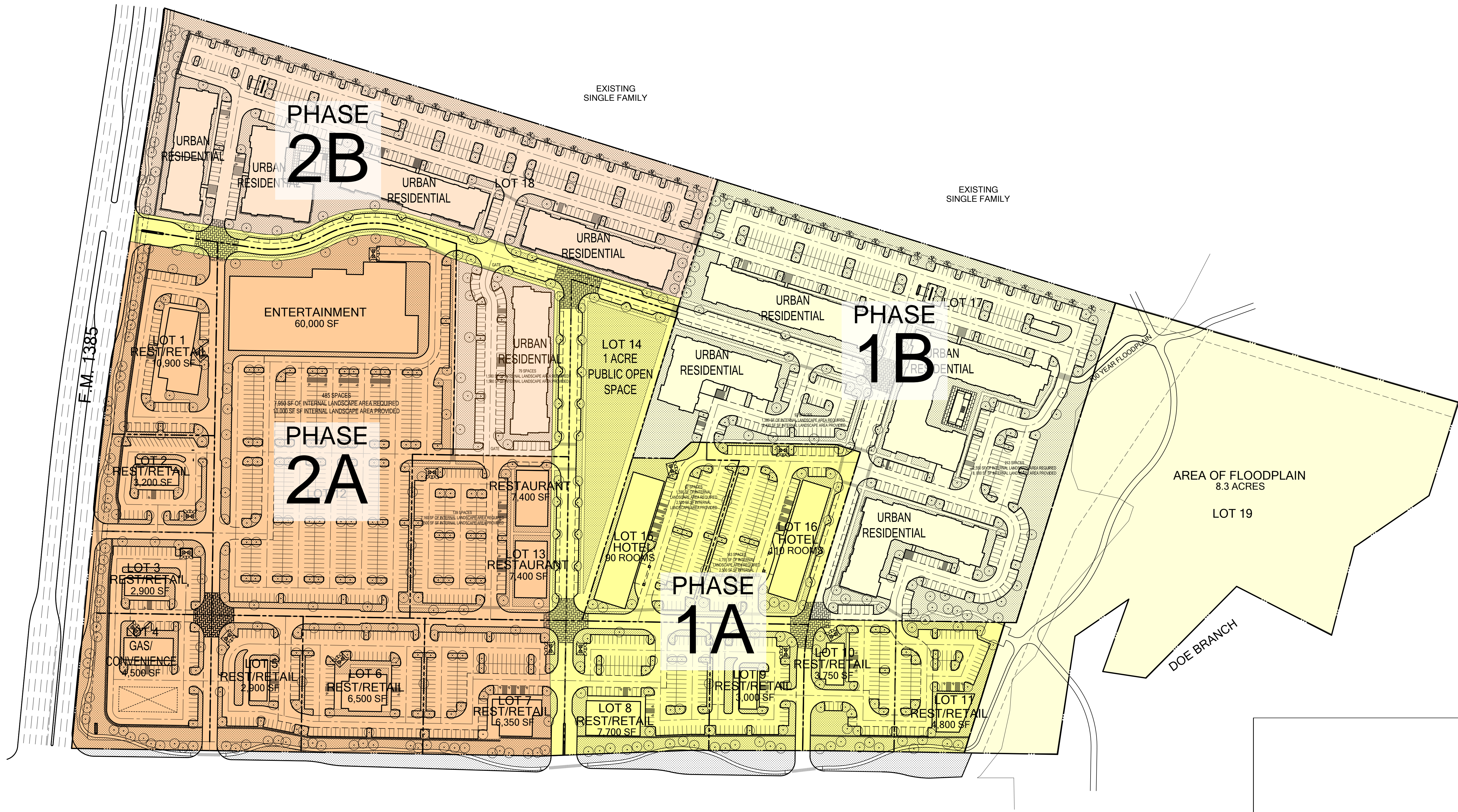
The phasing and development of this project is dependent upon both market conditions and the individual developers' timing. The anticipated schedule for the buildout will likely include a division of developmental increments. Upon commencement of development, the project construction is expected to require between 18 – 60 months. See Exhibit E2 for a graphic depiction.

Phase 1A: The central core of the property coupled with the construction of the central park. It would comprise both the physical heart of the project, plus individual pads inside the retail development. Vehicular access to the property will mostly be included in this phase. Depending on the schedule of the multi-family developer, Phase 1B could be developed in conjunction with Phase 1A.

Phase 1B: The initial phase of a two phase multi-family development.

Phase 2A: The second phase of a two phase commercial development, including retail/restaurant and entertainment uses to the west of the central park.

Phase 2B: The second phase of a multi-family development, located to the north of Phase 2A. Phase 2B could be developed in conjunction with Phase 2A.



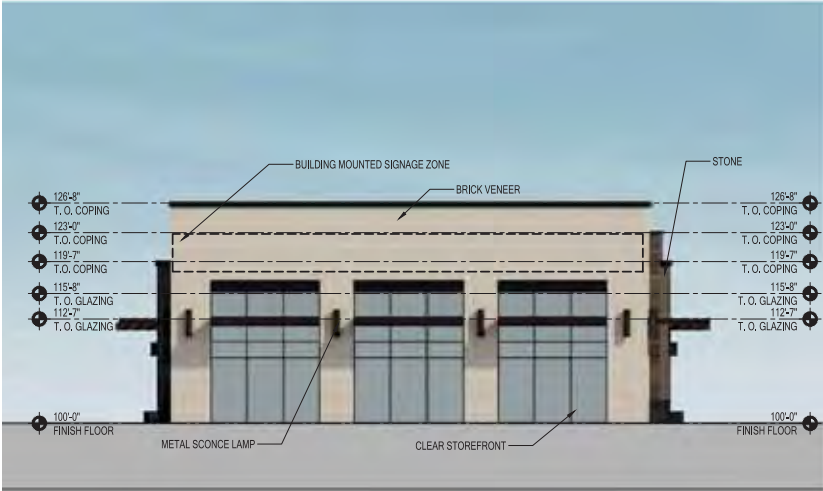
Owner: GF3 Partnership, LLC Contact: Michael C. Fannin 15700 State Highway 121 Frisco, Texas 75035 972.747.9233 mcfannin@gmail.com		For Staff Use	
Job #: File Name: Date: Drawn by:		17173.02 LandscapeSite-2018-1016.dwg 10/22/18 BEM, RR, PA	
Job #: File Name: Date: Drawn by:		17173.02 LandscapeSite-2018-1016.dwg 10/22/18 BEM, RR, PA	
EXHIBIT "E2" - PHASING DIAGRAM US 380 / FM 1385 NEC Prosper, Texas 63.905 Acres		EXHIBIT "E2" - PHASING DIAGRAM US 380 / FM 1385 NEC Prosper, Texas 63.905 Acres	



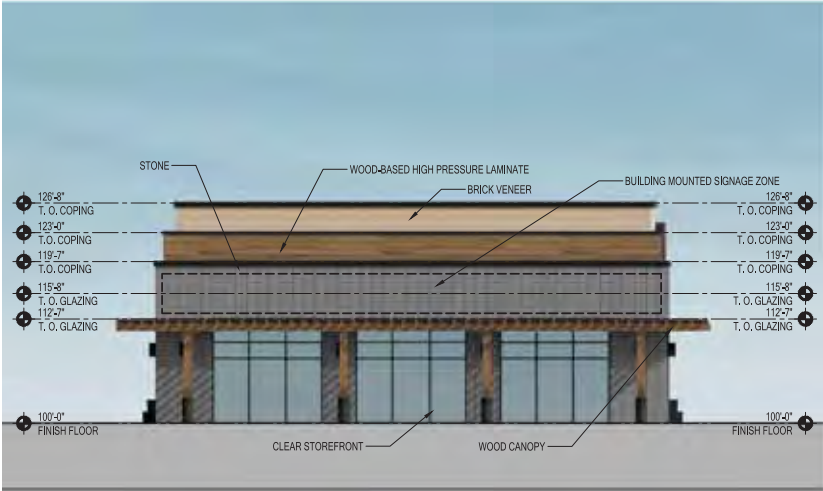
1 EAST ELEVATION
3/32" = 1'-0"



2 WEST ELEVATION
3/32" = 1'-0"






3 NORTH ELEVATION
3/32" = 1'-0"



4 SOUTH ELEVATION
3/32" = 1'-0"

FACADE MATERIAL ANALYSIS		
01 EAST ELEVATION		
MATERIAL	AREA (SF)	%
BRICK VENEER	1220	46.90%
WOOD-BASED HIGH PRESSURE LAMINATE	509	19.60%
STONE	873	33.60%
TOTALS*	2602	100.00%
*GLAZING NOT INCLUDED		
02 WEST ELEVATION		
MATERIAL	AREA (SF)	%
BRICK VENEER	1220	47.50%
WOOD-BASED HIGH PRESSURE LAMINATE	511	19.90%
STONE	839	32.60%
TOTALS*	2570	100.00%
*GLAZING NOT INCLUDED		
03 NORTH ELEVATION		
MATERIAL	AREA (SF)	%
BRICK VENEER	1474	100.00%
WOOD-BASED HIGH PRESSURE LAMINATE	0	0.00%
STONE	0	0.00%
TOTALS*	1474	100.00%
*GLAZING NOT INCLUDED		
04 SOUTH ELEVATION		
MATERIAL	AREA (SF)	%
BRICK VENEER	161	10.70%
WOOD-BASED HIGH PRESSURE LAMINATE	186	12.40%
STONE	1157	76.90%
TOTALS*	1504	100.00%
*GLAZING NOT INCLUDED		

MATERIALS TABLE	
	MAS 1
	MAS 2
	WOOD 1

NOTES	
1	This Conceptual Elevation is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division.
2	All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
3	When permitted, exposed utility boxes and conduits shall be painted to match the building.
4	All signage areas and locations are subject to approval by the Building Inspection Department.
5	Windows shall have a maximum exterior visible reflectivity of (10) percent.

Owner:
GF3 Partnership, LLC
Contact: Michael C. Fannin
15700 State Highway 121
Frisco, Texas 75035
972.747.9233
mcfannin@gmail.com

Job #: 17173.02
File Name: RestaurantRetailElevations_2018-0928.dwg
Date: 09/28/18
Drawn by: BEM, LA, PA

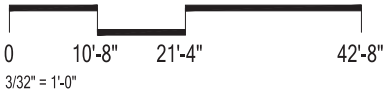


PLANNING

2808 Fairmount Street,
Suite 300
Dallas, Texas 75201 |
214.303.1500

3300 West 7th Street,
Suite 110
Fort Worth, Texas 76107 |
817.303.1500

EXHIBIT "F"
US 380 / FM 1385 NEC
Prosper, Texas
63.905 Acres





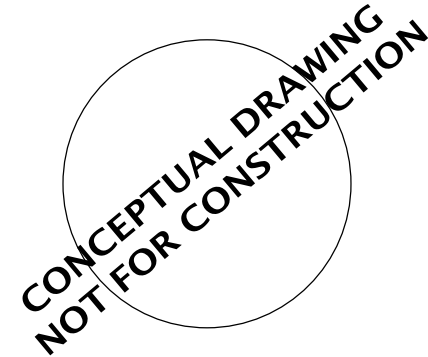
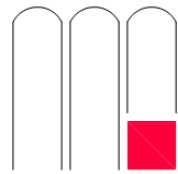
PERSPECTIVE - EAST VIEW



PERSPECTIVE - HOTEL MAIN ENTRY



PERSPECTIVE - NORTH VIEW



RESIDENCE INN
BY MARRIOTT

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

Residence INN
BY MARRIOTT



ATLANTIC HOTEL
GROUP

1601 BRYAN STREET, SUITE M-210,
DALLAS, TEXAS 75201

Revisions:

1	▲	No
2		

date
01/03/2022

job no.
21122

sheet title
Z22-0001 EXHIBIT F

sheet no.

A0.4



PERSPECTIVE - SOUTH WEST VIEW



PERSPECTIVE - WEST VIEW (FACING PARK)



PERSPECTIVE - SOUTH EAST VIEW

MAYSE & ASSOCIATES, INC.

Item 12

Architecture • Planning • Construction Management

14881 Quorum Dr. Suite 600
Dallas, Texas 75254
Phone: (972) 386-0338 Fax: (972) 386-0578
www.MayseAssociates.com

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

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ATLANTIC HOTEL
GROUP

1801 BRYAN STREET, SUITE M-210,
DALLAS, TEXAS 75201

Revisions:

1		No
2		

date
01/03/2022

job no.
21122

sheet title
Z22-0001 EXHIBIT F

sheet no.

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ATLANTIC HOTEL
GROUP

1601 BRYAN STREET, SUITE M-210,
DALLAS, TEXAS 75201

Revisions:

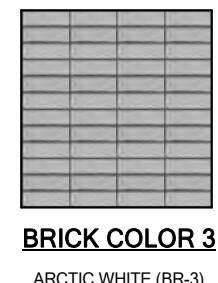
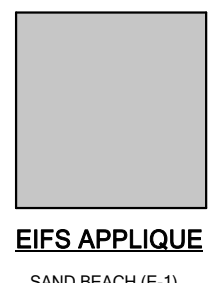
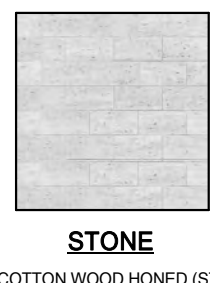
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date
01/03/2022
job no.
21122
sheet title
222-0001 EXHIBIT F
sheet no.

A3.0

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

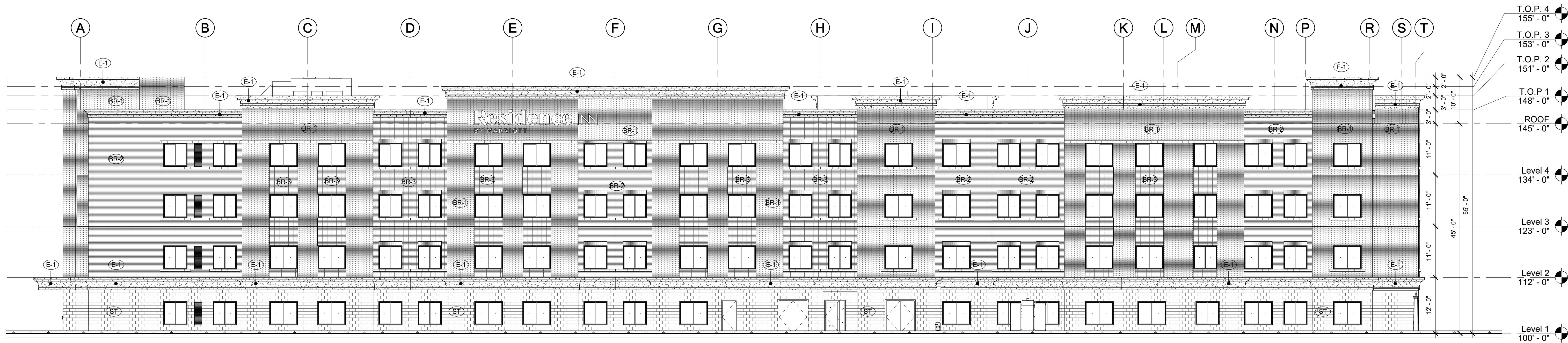
STONE	1,490 SF +/-	16.9%
BRICK COLOR 1	3,710 SF +/-	42%
BRICK COLOR 2	1,915 SF +/-	21.7%
BRICK COLOR 3	560 SF +/-	6.3%
EIFS COLOR 1	1,165 SF +/-	13.1%
TOTAL	8,840 SF +/-	100%

EAST ELEVATION

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%

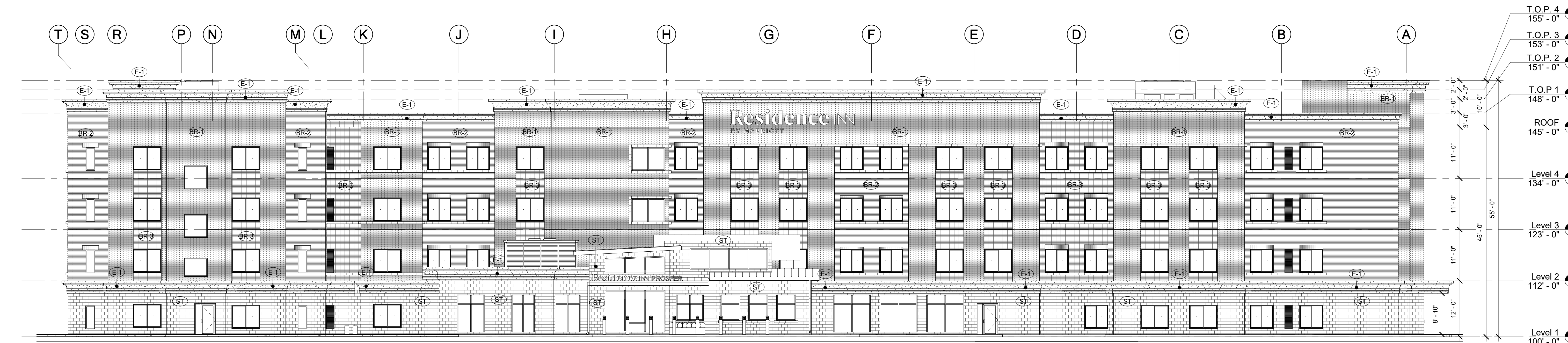
WEST ELEVATION

STONE	2,455 SF +/-	17.4%
BRICK COLOR 1	5,895 SF +/-	41.8%
BRICK COLOR 2	2,255 SF +/-	16%
BRICK COLOR 3	1,480 SF +/-	10.6%
EIFS COLOR 1	2,035 SF +/-	14.2%
TOTAL	14,130 SF +/-	100%



2 WEST BUILDING ELEVATION

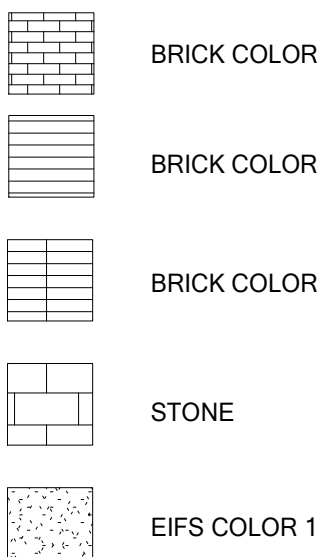
A3.0 3/32" = 1'-0"



1 EAST BUILDING ELEVATION

A3.0 3/32" = 1'-0"

EXTERIOR FINISH LEGEND



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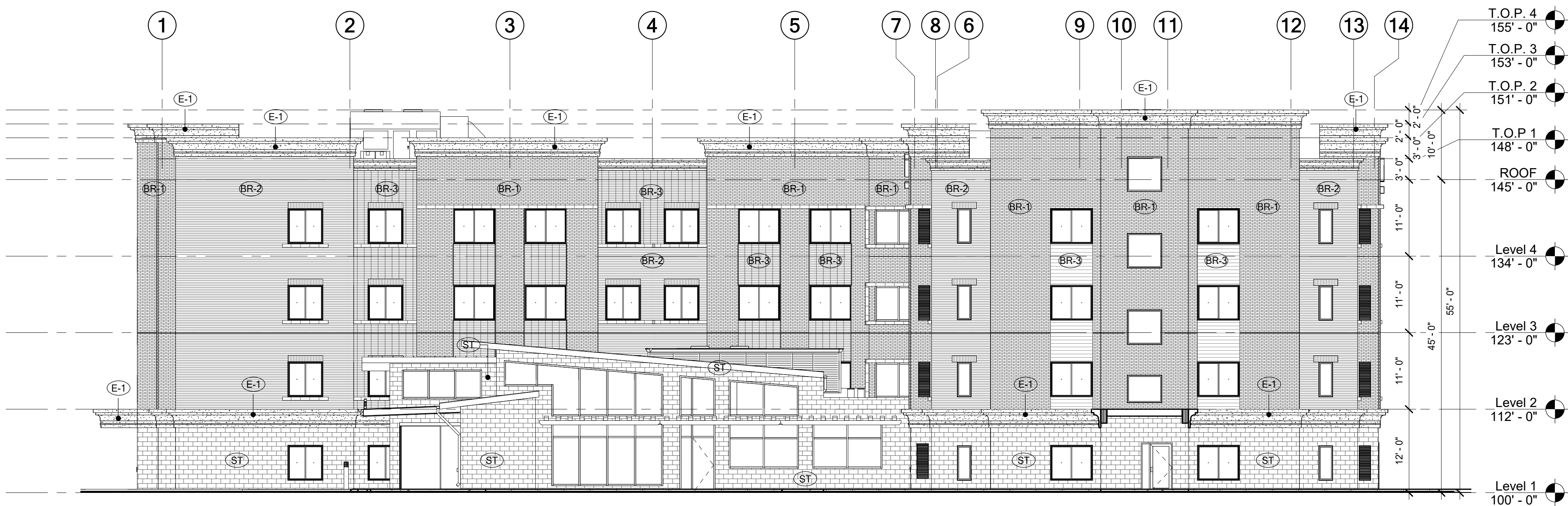
E

D

C

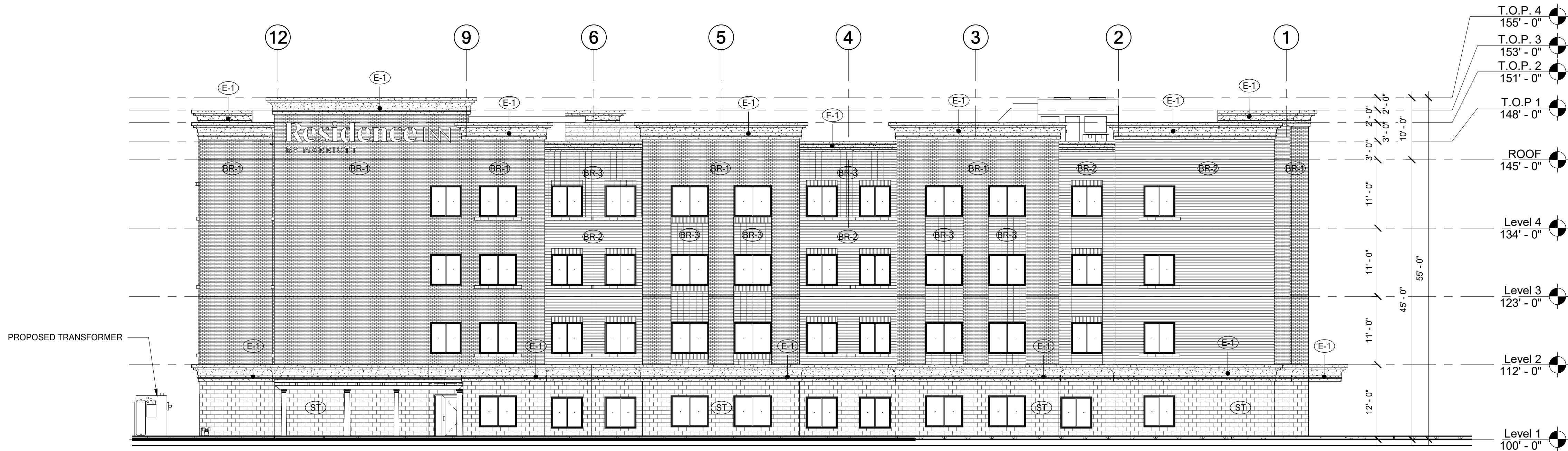
B

A



2 NORTH BUILDING ELEVATION

A3.1 3/32" = 1'-0"

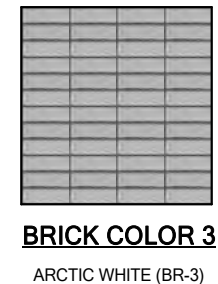
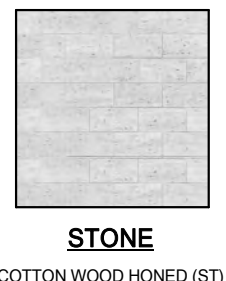


1 SOUTH BUILDING ELEVATION

A3.1 3/32" = 1'-0"

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

STONE	1,490 SF +/-	16.9%
BRICK COLOR 1	3,710 SF +/-	42%
BRICK COLOR 2	1,915 SF +/-	21.7%
BRICK COLOR 3	960 SF +/-	6.3%
EIFS COLOR 1	1,165 SF +/-	13.1%
TOTAL	8,840 SF +/-	100%

EAST ELEVATION

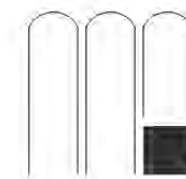
STONE	4,140 SF +/-	25%
BRICK COLOR 1	6,530 SF +/-	39.5%
BRICK COLOR 2	2,400 SF +/-	14.5%
BRICK COLOR 3	1,450 SF +/-	8.8%
EIFS COLOR 1	2,025 SF +/-	12.2%
TOTAL	16,545 SF +/-	100%

WEST ELEVATION

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%

EXTERIOR ELEV. GEN. NOTES

1. ALL MATERIALS END ON INSIDE CORNER UNLESS NOTED OTHERWISE
2. STUCCO CONTROL JOINTS & REVEAL PATTERNS SHALL BE RETURNED TO INSIDE CORNERS AT FACES NOT SHOWN. VERIFY WITH ARCHITECT
3. REFER TO ELECTRICAL FOR EXTERIOR WALL MOUNTED FIXTURES
4. ALL STONE VENEER WALLS TO HAVE CONTROL JOINTS AT ALL INSIDE CORNERS AND AT MINIMUM OF 75 FT. ALIGN WINDOWS AT HEAD ACROSS BUILDING (TYP.)
- 5.



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Engineer
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BY MARRIOTT**

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ADDITION, US 380/FM 1385,
PROSPER, TX

Residence INN
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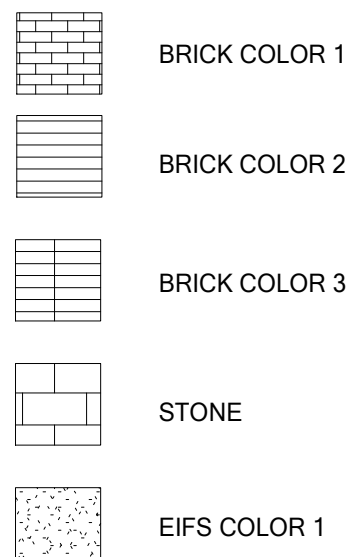
**ATLANTIC HOTEL
GROUP**

1801 BRYAN STREET, SUITE M-210,
DALLAS, TEXAS 75201

Revisions:

I	#	No
2		

EXTERIOR FINISH LEGEND



date
01/03/2022

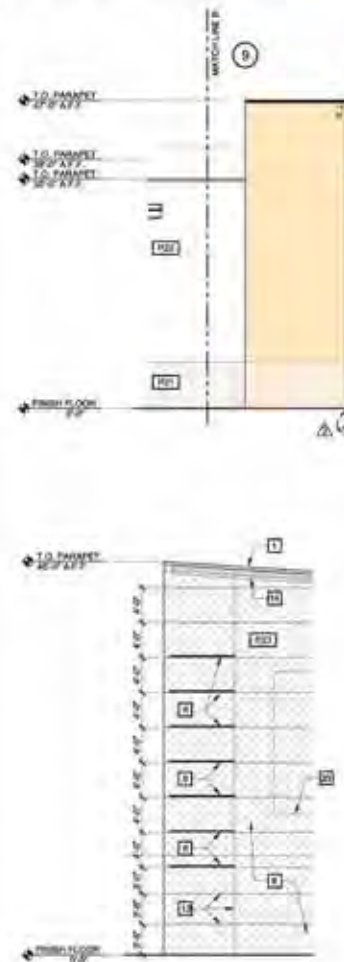
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sheet title
222-0001 EXHIBIT F

sheet no.

A3.1

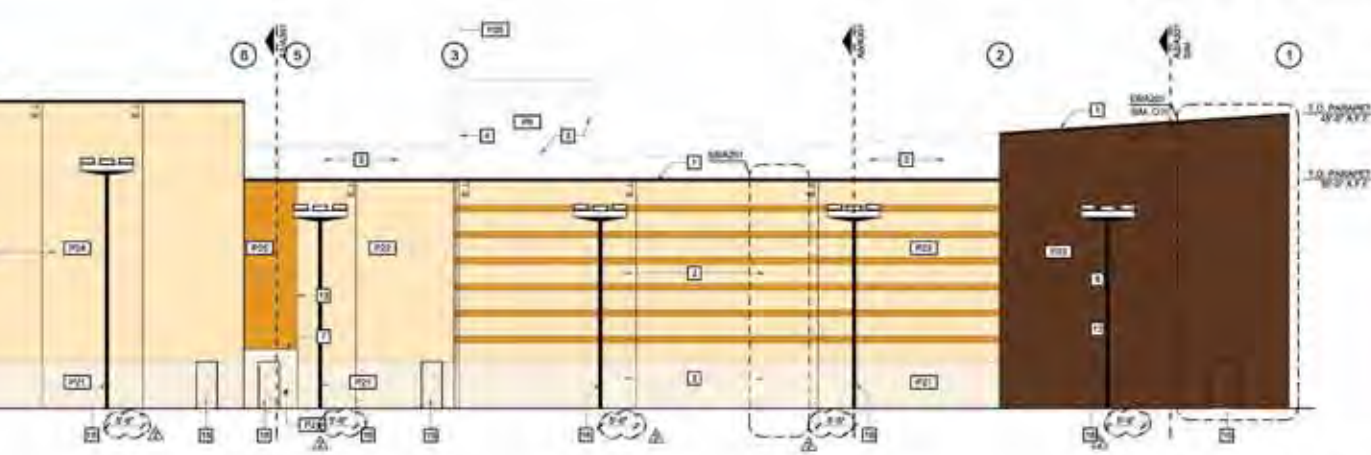
E6 PAINT DETAIL
SCALE: 1/8" = 1'-0"



B6 EIFS DETAIL
SCALE: 3/32" = 1'-0"



D1 NORTH ELEVATION - AREA 'B'
SCALE: 3/32" = 1'-0"



C1 NORTH ELEVATION - AREA 'A'
SCALE: 3/32" = 1'-0"



B1 SOUTH ELEVATION - AREA 'A'
SCALE: 3/32" = 1'-0"



A1 SOUTH ELEVATION - AREA 'B'
SCALE: 3/32" = 1'-0"

KEY NOTES

1. FINISHED METAL CORING PER SPEC.
2. EXPOSED TILT WALL PANEL, TEXTURED PAINT
3. PARAPET BEYOND
4. STUCCO FINISH - PAINT PER
5. POSTER CASE SUPPLIED BY OWNER'S VENDOR, O.C. TO INSTALL AND PROVIDE POWER AND BLOCKING
6. CORING LIGHT, BE. ME. REASIT
7. PAINT FINE OF ALUMINUM PERPENDICULAR TO VIEW, PPT
8. 2 1/2" ARCHITECTURALLY FINISHED CONCRETE, RE. WALL SECTIONS
9. 4" ARCHITECTURALLY FINISHED CONCRETE, RE. WALL SECTIONS
10. STAINLESS STEEL TILT - T1
11. STUCCO FINISHED CONCRETE - PAINT PER
12. TILT FINISH - T1
13. REVEAL 1/8" RE. CORNER
14. CONTIGUOUS CORNER LIGHT MOUNTED ON WALL SYSTEM, RE. ME. & REASIT PER
15. HOLLOW METAL DOOR - PAINT TO MATCH ADJACENT COLOR, T1
16. TILT IN METAL DOWNPOUT WITH 3 DOWNPOUT DRAIN TYP. PAINT TO MATCH PER. RE. CORNER, ME. & COR. DRAWINGS
17. TICKET KIOSK SUPPLIED AND INSTALLED BY OWNER'S VENDOR, O.C. TO INSTALL, PROVIDE POWER DATA AND BLOCKING
18. ANODED ALUMINUM STATIONARY, RE. PLANT & WINDOW SEALS
19. TICKET COUNTER - ANODED ALUMINUM WINDOW, RE. WINDOW SCHEDULE
20. DASHED LINE INDICATES SIGNAGE SUPPLIED AND INSTALLED BY OWNER'S VENDOR, O.C. TO PROVIDE POWER & BLOCKING
21. REVEAL 1/8" - CORNER
22. TILT WALL VERTICAL EXPANSION JOINTS 1/8" RE. ME.

GENERAL NOTES

- A. PROVIDE EGRESS WALL, BACK TO BE MOUNTED 1" OF ABOVE EMERGENCY EXIT DOOR FRAME AND O.C. OF EACH DOOR OPENING, RE. ME.
- B. SEAL ALL EXTERIOR PENETRATIONS, CONTROL JOINTS AND JOINTS IN DISCREET WALL ASSEMBLY
- C. SEAL TOP OF ALL EXTERIOR LIGHT FIXTURES WITH CAULK, FINISH TO MATCH FIXTURE COLOR, RE. SPEC.
- D. ALL EXTERIOR GROUND BUILDING AND ROOFTOP MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW ON ALL SIDES
- E. ALL EXTERIOR MATERIALS TO MEET LOCAL REQUIREMENTS AND SPECIFICATIONS
- F. ALL SCORERS AND CONCRETE SHALL BE FINISHED TO MATCH ADJACENT FINISH MATERIALS
- G. INSTALL INTEGRALLY COLORED EXTERIOR CAULK AT ALL CONTROL JOINTS AFTER BUILDING HAS BEEN FINISHED. CAULK SHALL CHANGE COLOR AS REQUIRED TO MATCH ADJACENT MATERIAL, FIELD COLOR COORDINATE EXACT COLOR WITH ARCHITECT. DO NOT PAINT CAULK.
- H. SEAL TOP OF ALL EXTERIOR LIGHT FIXTURES WITH CAULK, FINISH TO MATCH FIXTURE COLOR, RE. SPECIFICATIONS
- I. ALL EXTERIOR SIGNAGE IS SUBJECT TO APPROVAL BY LOCAL AUTHORITY

SCREENING NOTE

ALL EXTERIOR GROUND BUILDING AND ROOFTOP MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW ON ALL SIDES. EQUIPMENT TO BE SCREENED INCLUDES, BUT IS NOT LIMITED TO: HEATING, AIR CONDITIONING AND REFRIGERATION EQUIPMENT, PLUMBING LINES, DUCTWORK, TRANSFORMERS, AND METER BANKS. SCREENING MATERIALS MAY BE STUCCO, CONCRETE, WOOD, LANDSCAPING, OR OTHER OPACQUE MATERIAL. FINISH IS COMPATIBLE WITH THE BUILDING ARCHITECTURE AND EFFECTUALLY SCREEN MECHANICAL EQUIPMENT SO THAT IT IS NOT VISIBLE FROM A PUBLIC STREET OR ADJACENT LOT. SCREENING MATERIAL MAY HAVE EVENLY DISTRIBUTED OPENINGS OR PERFORATIONS NOT EXCEEDING 50% OF THE SURFACE AREA. ROOFTOP EQUIPMENT MAY BE SCREENED USING ENCLOSURE, PARTIAL SCREENS, OR PARAPET WALLS.

FACADE MATERIAL ANALYSIS

D1 NORTH ELEVATION - AREA 'B'		
MATERIAL	AREA (SF)	%
2 1/2" ARCHITECTURALLY FINISHED CONCRETE	0	0.0
STAINLESS STEEL TILT-T1	0	0.0
STUCCO FINISH PAINT PER	0	0.0
EXPOSED TILT WALL PANEL, TEXTURED PAINT	5627	100
2 1/2" ARCHITECTURALLY FINISHED CONCRETE	0	0.0
TOTAL	5627	100

C1 NORTH ELEVATION - AREA 'A'		
MATERIAL	AREA (SF)	%
2 1/2" ARCHITECTURALLY FINISHED CONCRETE	1910	16.3
STAINLESS STEEL TILT-T1	0	0.0
STUCCO FINISH PAINT PER	0	0.0
EXPOSED TILT WALL PANEL, TEXTURED PAINT	8309	81.3
2 1/2" ARCHITECTURALLY FINISHED CONCRETE	0	0.0
TOTAL	10209	100

B1 SOUTH ELEVATION - AREA 'A'		
MATERIAL	AREA (SF)	%
2 1/2" ARCHITECTURALLY FINISHED CONCRETE	5004	89.2
STAINLESS STEEL TILT-T1	0	0.0
STUCCO FINISH PAINT PER	718	11.3
EXPOSED TILT WALL PANEL, TEXTURED PAINT	0	0.0
2 1/2" ARCHITECTURALLY FINISHED CONCRETE	542	8.5
TOTAL	6351	100

A1 SOUTH ELEVATION - AREA 'B'		
MATERIAL	AREA (SF)	%
2 1/2" ARCHITECTURALLY FINISHED CONCRETE	2020	32.6
STAINLESS STEEL TILT-T1	0	0.0
STUCCO FINISH PAINT PER	0	0.0
EXPOSED TILT WALL PANEL, TEXTURED PAINT	3961	63.0
2 1/2" ARCHITECTURALLY FINISHED CONCRETE	2113	33.5
TOTAL	9003	100

NOTES

1. This Conceptual Elevation is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division.
2. All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
3. When permitted, exposed utility boxes and conduits shall be painted to match the building.
4. All signage areas and locations are subject to approval by the Building Inspection Department.
5. Windows shall have a maximum exterior visible reflectivity of 10% percent.

Keenon Rayner, AIA
STATE OF OKLAHOMA REGISTERED ARCHITECT AREA
111 Tenth Street, Norman, Texas 77050 Phone 713.585.5150 Fax 713.585.3196

SHOWBIZ CINEMAS

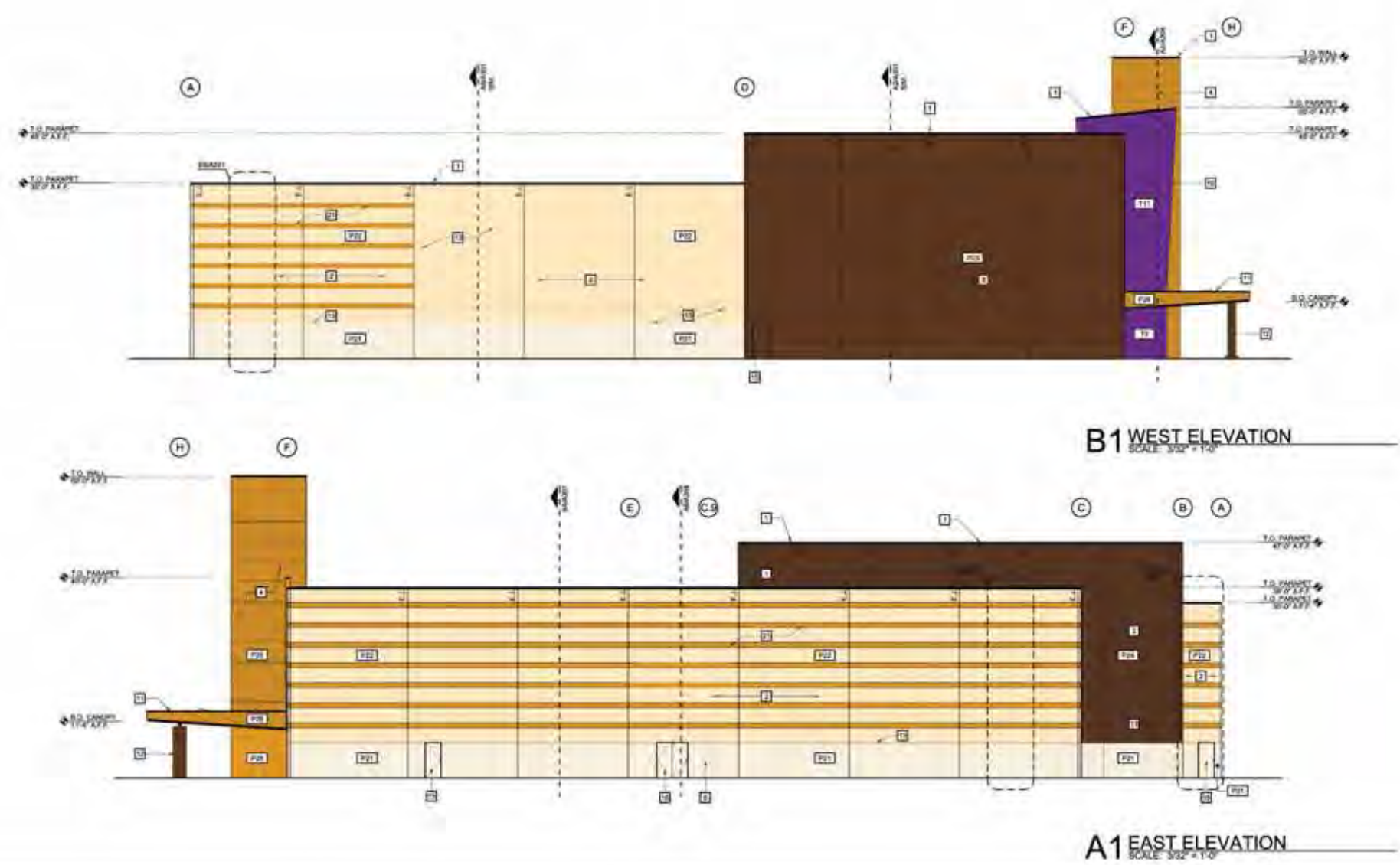
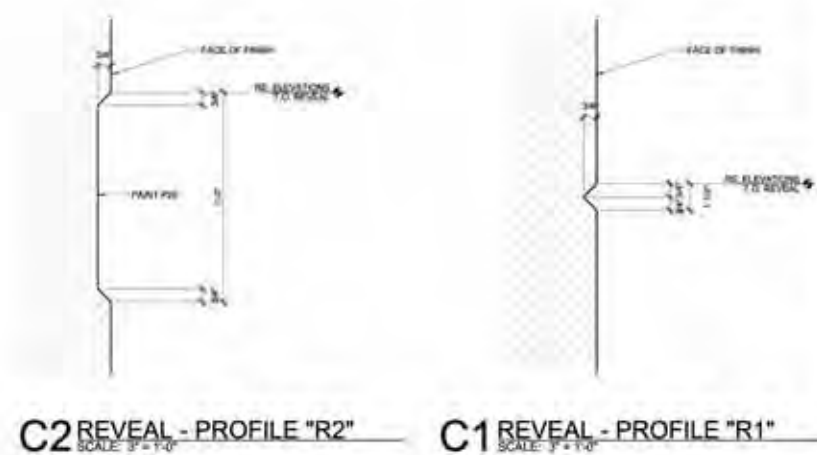
REVISIONS

NO.	DATE	REVISION
01	01/15/2018	ISSUE FOR PERMIT
02	02/01/2018	CMD HEALTH DEPT. COM. 11
03	02/01/2018	CITY RESPONSES 01
04	02/01/2018	ISSUE FOR CONSTRUCTION
05	02/01/2018	REVISION 2

PROJECT NAME AND ADDRESS:
SHOWBIZ EDMOND
WE CORNER OF W BOONER RD. AND E. COVELL RD.
EDMOND, OKLAHOMA 73116

DATE: 01/15/2018
PREP. MOD.
REVISIONS: 01/15/2018
TITLE: EXTERIOR ELEVATIONS
DATE: 01/15/2018

A201



KEY NOTES

- 1 FINISHED METAL CORING PER SPEC.
- 2 EXPOSED TILT WALL PANEL, TEXTURED PAINT
- 3 PARAPET BEYOND
- 4 STUCCO FINISH - PAINT F25
- 5 POSTER CASE SUPPLIED BY OWNER'S VENDOR, G.C. TO METALL AND PROVIDE POWER AND BLOCKING
- 6 CORING LIGHT, RE. NOT, B&G(1)
- 7 PAINT PACE OF ALUMINUM PERPENDICULAR TO VIEW, P21
- 8 2" X 6" ARCHITECTURALLY FINISHED CONCRETE, RE. WALL SECTIONS
- 9 6" ARCHITECTURALLY FINISHED CONCRETE, RE. WALL SECTIONS
- 10 STAINLESS STEEL TIE - T11
- 11 STUCCO FINISHED CANOPY - PAINT F28
- 12 TIE FINISH, T5
- 13 REVEAL "TIT" RE. CHASSIS
- 14 CONTINGUOUS CORING LIGHT MOUNTED ON WALL SYSTEM, RE. MIP & POLYMER B&G
- 15 FOLLOW METAL DOOR - PAINT TO MATCH ADJACENT COLOR, T19
- 16 TIE-IN METAL DOWNPOUT WITH 2 DOWNFLOW DRAIN, T19. PAINT TO MATCH F25 RE. CHASSIS, MIP & DOWN DRAINING
- 17 TEXT HOOKS SUPPLIED AND INSTALLED BY OWNER'S VENDOR, G.C. TO INSTALL, PROVIDE POWER DATA AND BLOCKING
- 18 ANODIZED ALUMINUM STORYWAY - RE. PLAN & WINDOW SCHEDULE
- 19 TIE COVER - ANODIZED ALUMINUM WINDOW - RE. WINDOW SCHEDULE
- 20 DRAINAGE LINE INDICATES DRAINAGE SUPPLIED AND INSTALLED BY OWNER'S VENDOR, G.C. TO PROVIDE POWER & BLOCKING
- 21 REVEAL "TIT" CHASSIS
- 22 TILT WALL VERTICAL EXPANSION JOINTS "T.I." RE. A&B1

GENERAL NOTES

- I PROVIDER SHALL MAKE UP TO BE MOUNTED 1" ABOVE HORIZONTAL AND 1" ABOVE VERTICAL AND 1" FROM EACH CORNER, TOP, BOTTOM, AND SIDE.
- II SEAL ALL EXTERIOR PENETRATIONS, CONTROL JOINTS AND JOINTS IN DISCRETE WALL ASSEMBLIES.
- III SEAL TOP OF ALL EXTERIOR LIGHT FIXTURES WITH GASKET, FINISH TO MATCH FIXTURE COLOR, REFER TO SPECIFICATIONS.
- IV ALL EXTERIOR SIGNS, BUILDING AND ROOF TOP MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW (ON ALL SIDES).
- V ALL EXTERIOR MATERIALS TO MEET LOCAL REQUIREMENTS AND SPECIFICATIONS.
- VI ALL ROOFS AND CONCRETE SHALL BE FINISHED TO MATCH EXISTING FINISH MATERIALS.
- VII INSTALL INTERNALLY COLORED EXTERIOR GASKET AT ALL CONTROL JOINTS AND BUILDING HAS BEEN FINISHED. GASKET SHALL CHANGE COLOR AS REQUIRED TO MATCH ADJACENT MATERIAL, FIELD COLOR COORDINATE EXACT COLORS WITH ARCHITECT. DO NOT PAINT GASKET.
- VIII SEAL TOP OF ALL EXTERIOR LIGHT FIXTURES WITH GASKET, FINISH TO MATCH FIXTURE COLOR. REFER TO SPECIFICATIONS.
- IX ALL EXTERIOR SIGNAGE IS SUBJECT TO APPROVAL BY LOCAL AUTHORITIES.

SCREENING NOTE

ALL EXTERIOR GLAZING, BUILDINGS AND ROOFTOP MECHANICAL EQUIPMENT SHALL BE SUBMITTED FROM PUBLIC VIEW ON ALL SIDES EQUIPMENT IS TO REMAIN UNCHANGED, BUT IS NOT LIMITED TO: HEATING/AIR CONDITIONING, AND REFRIGERATION EQUIPMENT, PLUMBING/LINES OUTDOOR, THERMOSTATS, AND SPLITTER DRAINS. SCREENING MATERIALS MAY BE SOLID CONCRETE, WOOD, LANDSCAPING, OR OTHER Durable MATERIAL THAT IS COMPATIBLE WITH THE BUILDING ARCHITECTURE AND EFFECTIVELY SCREENS MECHANICAL AND SPLITTER DRAINS. IT MUST BE VISIBLE FROM A PUBLIC STREET OR ADJACENT LOT. SCREENING MATERIAL MAY HAVE VARIOUSLY DISTRIBUTED OPENINGS OR PERFORATIONS NOT EXCEEDING 10 PERCENT OF THE SURFACE AREA. ROOFTOP EQUIPMENT MAY BE SCREENED AGAINST ENCLOSURE, PARTIAL SCREENS, OR PARAPET WALLS.

FAÇADE MATERIAL ANALYSIS		
BT WEST ELEVATION		
MATERIAL	AREA (SF)	%
2 1/2" UNFINISHED CONCRETE	5415	42.9
STAINLESS STEEL TILE-T11	488	6.1
STUCCO FINISH-PANT F5	236	3
EXPOSED BRICK PANEL	3812	48
4" UNFINISHED CONCRETE	0	0
TOTAL	7,951	100

AT EAST ELEVATION		
MATERIAL	AREA (SF)	%
3.1/2" ARCHITECTURALLY FINISHED CONCRETE	0	0
STAINLESS STEEL TILE T-11	0	0
STUCCO FINISH PAINT P-3	746	8.7
EMERALD'S T-111 (BASE)		
TEXTURED PAINT	7739	91.3
4" ARCHITECTURALLY FINISHED CONCRETE	0	0
TOTAL	8,545	100

NOTES	
1	This Conceptual Elevation is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division.
2	All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance
3	When permitted, exposed utility boxes and conduits shall be painted to match the building.
4	All signage areas and locations are subject to approval by the Building Inspection Department.
5	Windows shall have a maximum exterior visible reflectivity of 10 percent.

[illegible]



GLA-ATT, LLC

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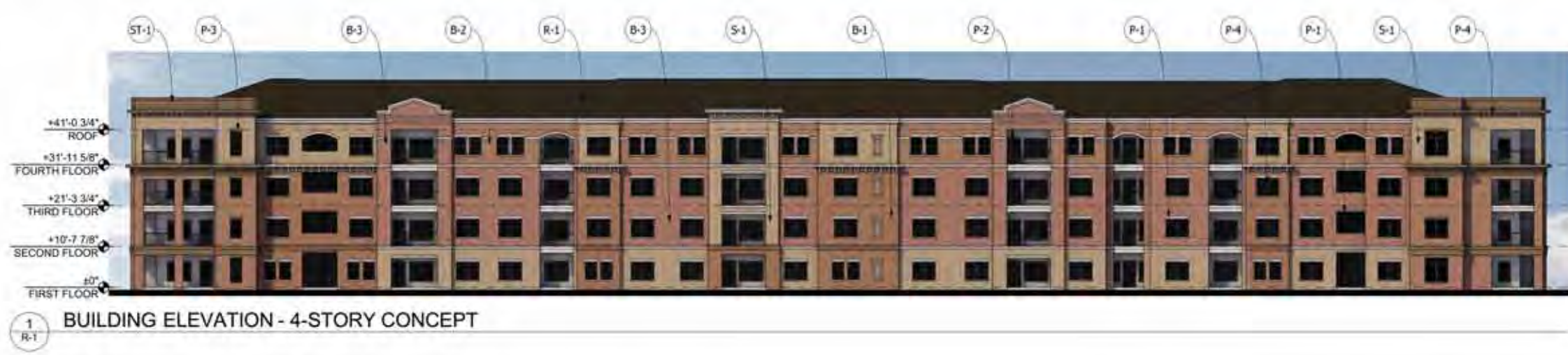
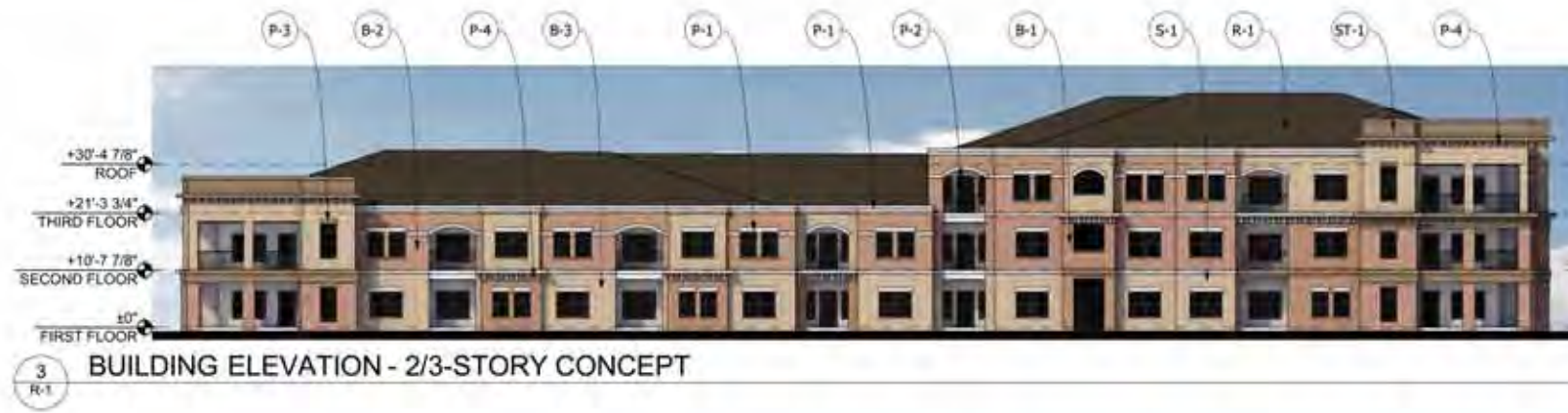
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NOTES	
1.	This Conceptual Elevation is for conceptual purposes only. All building plans require review and approval from the Building Inspector Division.
2.	All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
3.	When permitted, exposed utility lines and conduits shall be painted to match the building.
4.	All signage signs and locations are subject to approval by the Building Inspector Department.
5.	Windows shall have a maximum exterior visible reflectivity of (15) percent.

MATERIAL CALCULATION (PHASE 2-BLDG. 1)			
TOTAL AREA (EXCLUDING GLAZING) IN SF: 4,675 = 100%			
MASONRY (BRICK/STONE) IN SF:	3,981 SF	85.2%	
STUCCO IN SF: (TRIM/PAVEMENT)	634 SF	13.6%	
FIBER CEMENT/OTHER IN SF: (BALCONY FASCIA)	58 SF	1.2%	

MATERIAL CALCULATION (3-Story Concept)			
TOTAL AREA (EXCLUDING GLAZING) IN SF: 2,414 = 100%			
MASONRY (BRICK/STONE) IN SF:	6,337 SF	89.0%	
STUCCO IN SF: (TRIM/PAVEMENT)	761 SF	10.3%	
FIBER CEMENT/OTHER IN SF: (BALCONY FASCIA)	58 SF	0.7%	

MATERIAL CALCULATION (4-Story Concept)			
TOTAL AREA (EXCLUDING GLAZING) IN SF: 11,076 = 100%			
MASONRY (BRICK/STONE) IN SF:	12,057 SF	86.8%	
STUCCO IN SF: (TRIM/PAVEMENT)	781 SF	7.0%	
FIBER CEMENT/OTHER IN SF: (BALCONY FASCIA)	240 SF	2.2%	



SITE PLAN

NOTES

BUILDING HEIGHTS

NUMBER OF STORIES	RIDGE HEIGHT
4	54'-11"
3	49'-5"
2 1/2	43'-7"

1. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW, OR AS REQUIRED BY ZONING GUIDELINES.
2. BUILDING RENDERINGS REFLECT THE DESIGN FORM AND INTENT OF THE REFERENCED BUILDING. ADDITIONAL DETAIL, GARAGE, TRASH SERVICES, AND OTHER ELEMENTS TO BE INCORPORATED AS DESIGN DEVELOPS.
3. SITE PLAN IS FOR GENERAL LOCATION PURPOSES ONLY AND MAY NOT FULLY REFLECT EXISTING/CONCEPTUAL SITE DESIGN. PLEASE REFERENCE EXHIBIT D "CONCEPTUAL SITE PLAN".
4. MATERIAL CALCULATIONS DO NOT INCLUDE WINDOW OR MATERIALS ABOVE THE COMMON ROOF BEARING PLANE.

ABBREVIATIONS

ALLUM.	ALLIEDWAY
BLDG.	BUILDING
BIZWY.	BREEZEWAY
FF.	FINISHED FLOOR
STL.	STEEL

ELEVATION HGT.
DWG NO.
DWG TITLE
SCALE
TITLE

FACADE PLANS

MATERIAL LEGEND

TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION
S-1		VENDOR: BORAL CASTPET CUT: FRENCH GRAY COLOR: GRAY MATERIAL: NATURAL STONE	B-1		VENDOR: BORAL BRICK COLOR: REMINGTON CLASSIC MATERIAL: CLAY-FIRED BRICK	P-1		VENDOR: SHERWIN WILLIAMS COLOR: WESTHIGHLAND VARIETY NUMBER: SW7596 R-242, G-238, B-228 MATERIAL: TRIM & GUTTER	P-4		VENDOR: SHERWIN WILLIAMS COLOR: BARCELONA BEIGE NUMBER: SW7530 R-194, G-180, B-138 MATERIAL: SUB TRIM, CORNER CORBELS
ST-1		VENDOR: SHERWIN WILLIAMS COLOR: STUDIO TAUPÉ NUMBER: SW7549 R-173, G-156, B-113 MATERIAL: STUCCO	B-2		VENDOR: BORAL BRICK COLOR: SUMMER HARVEST MATERIAL: CLAY-FIRED BRICK	P-2		VENDOR: SHERWIN WILLIAMS COLOR: URBANE BRONZE NUMBER: SW7048 R-94, G-90, B-79 MATERIAL: RAILINGS & DOORS	B-3		VENDOR: BORAL BRICK COLOR: TARRYTOWN MATERIAL: CLAY-FIRED BRICK
						P-3		VENDOR: SHERWIN WILLIAMS COLOR: SAN ANTONIO SAGE NUMBER: SW7731 R-167, G-151, B-120 MATERIAL: CORNER HEADERS			

*EQUAL ALTERNATES MAY BE SUBSTITUTED WITH APPROVAL FROM ARCHITECT AND OWNER

PROJECT INFO.

Subdivision's Name: WestSide
Block & Lot Number: A / 1-19
Client: Davis Development
Phone: 770.478.5213
Address: 1070 Eagles Landing Parkway, Suite 100
Stockbridge, Georgia 30231
Architect: Gelber-Lewis Assoc.
Phone: 404.228.1918
Address: 649 11th St.
Atlanta, Georgia 30338
Applicant: MCF Investments
Phone: (214) 639-8939
Address: 15700 S.H. 121
Frisco, Texas 75035
Scale: AS NOTED
Date: 11/07/2018
Drawn By: RT
NOT RELEASED FOR CONSTRUCTION www.glaatt.com

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GLA - A T L LLC

800 EIGHTH STREET
ATLANTA, GA 30333
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FAX: 404.228.1959

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THIS DRAWING IS AN APPROXIMATION OF THE PROPOSED PROJECT. IT IS NOT A CONTRACT. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE CLIENT.



2 FRONT ELEVATION
R-3 SCALE: 3/32" = 1'-0"



1 FRONT ELEVATION
R-3 SCALE: 3/32" = 1'-0"

FACADE PLANS														PROJECT INFO.	
NOTES		NOTES	FACADE PLAN NOTES		MATERIAL LEGEND									Subdivision's Name: WestSide Block / Lot Number: A / 1-19 Client: Davis Development Phone: 770.474.5213 Address: 1090 Eagles Landing Parkway, Suite 300 Stockbridge, Georgia 30081 Architect: Geheber Lewis Assoc. Phone: 404.228.1958 Address: 649 11th St. Atlanta, Georgia 30318 Applicant: MCF Investments Phone: (214) 619-4930 Address: 15700 S.H. 121 Pico, Texas 75035 Scale: AS NOTED Date: 08/28/2018 Drawn By: BT	
1		1. RENDERING AND ELEVATIONS ON SHEETS R-2, R-3, AND R-4 ARE REPRESENTATIVE. THE BUILDING DO NOT EXACTLY REFLECT THOSE OF THE PROPOSED PROJECT, BUT ARE INDICATIVE OF DESIGN INTENT AND SIMILAR CONDITIONS.	2. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW, OR AS REQUIRED BY ZONING GUIDELINES. 3. BUILDING RENDERINGS REFLECT THE DESIGN FORM AND INTENT OF THE REFERENCED BUILDINGS. ADDITIONAL DETAIL, GARAGE, TRASH SERVICES, AND OTHER ELEMENTS TO BE INCORPORATED AS DESIGN DEVELOPS. 4. SITE PLAN IS FOR GENERAL LOCATION PURPOSES ONLY AND MAY NOT FULLY REFLECT EXACT CURRENT SITE DESIGN. PLEASE REFERENCE EXHIBIT D 'CONCEPTUAL SITE PLAN'. 5. MATERIAL CALCULATIONS DO NOT INCLUDE MINOR TRIM OR MATERIALS ABOVE THE COMMON ROOF BEARING PLANE.		TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION		
2					S-1		VENDOR: BORAL CASTFIT CUT: FRENCH GRAY COLOR: GRAY MATERIAL: NATURAL STONE	B-4		VENDOR: BORAL BRICK COLOR: REDINGTON CLASSIC MATERIAL: CLAY-FIRED BRICK	P-1		VENDOR: SHERWIN WILLIAMS COLOR: WEB GRAY NUMBER: SW7075 R-97, G-102, B-105 MATERIAL: SIDING		
3		ABBREVIATIONS		3. EQUAL ALTERNATES MAY BE SUBSTITUTED WITH APPROVAL FROM ARCHITECT AND OWNER	ST-1		VENDOR: SHERWIN WILLIAMS COLOR: STUDIO TAUPE NUMBER: SW7548 R-173, G-136, B-133 MATERIAL: STUCCO	B-5		VENDOR: BORAL BRICK COLOR: SUMMER HARVEST MATERIAL: CLAY-FIRED BRICK	P-2		VENDOR: SHERWIN WILLIAMS COLOR: REPOSE GRAY NUMBER: SW7115 R-204, G-201, B-192 MATERIAL: TRIM & GUTTER	*EQUAL ALTERNATES MAY BE SUBSTITUTED WITH APPROVAL FROM ARCHITECT AND OWNER	
4		4. MATERIAL CALCULATIONS DO NOT INCLUDE MINOR TRIM OR MATERIALS ABOVE THE COMMON ROOF BEARING PLANE.			B-6		VENDOR: BORAL BRICK COLOR: TARKYTOWN MATERIAL: CLAY-FIRED BRICK	P-3		VENDOR: SHERWIN WILLIAMS COLOR: URBANE BRONZE NUMBER: SW7048 R-194, G-80, B-24 MATERIAL: RAILINGS & DOORS					
5															NOT RELEASED FOR CONSTRUCTION

Page 107



GLA-ATL, LLC

444 11TH STREET
ATLANTA, GA 30318
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FAX: 404.228.1958

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2 FRONT ELEVATION
R-4 SCALE: 1/32" = 1'-0"

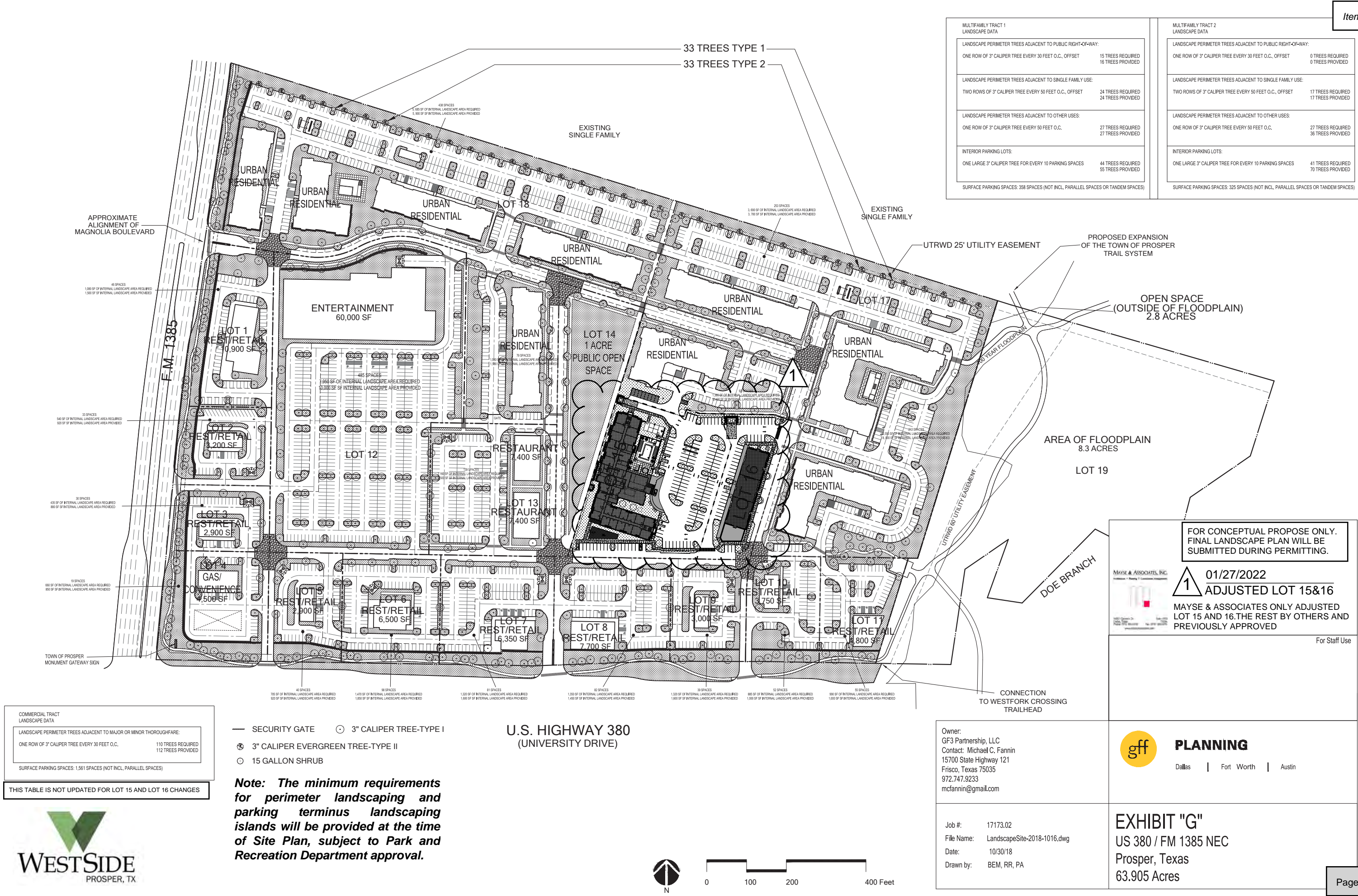


1 FRONT ELEVATION
R-4 SCALE: 1/32" = 1'-0"



FACADE PLANS														PROJECT INFO.			
NOTES		NOTES	FACADE PLAN NOTES	MATERIAL LEGEND										<div>Subdivision's Name: WestSide</div> <div>Block / Lot Number: A / 1-19</div> <div>Client: Davis Development</div> <div>Phone: 770.474.5213</div> <div>Address: 1090 Eagles Landing Parkway, Suite 300 Stockbridge, Georgia 30081</div> <div>Architect: Gefheber Lewis Assoc.</div> <div>Phone: 404.228.1958</div> <div>Address: 649 11th St. Atlanta, Georgia 30318</div> <div>Applicant: MCF Investments</div> <div>Phone: (214) 619-4930</div> <div>Address: 15700 S.H. 121 Pico, Texas 75035</div> <div>Scale: AS NOTED</div> <div>Date: 08/28/2018</div> <div>Drawn By: BT</div> <div>NOT RELEASED FOR CONSTRUCTION</div> <div>www.glaatl.com</div>			
1	This Conceptual Elevation is for conceptual purposes only. All building plans require review and approval from the Building Inspection Division.	1. RENDERING AND ELEVATIONS ON SHEETS R-2, R-3, AND R-4 ARE REPRESENTATIVE. THE BUILDING DO NOT EXACTLY REFLECT THOSE OF THE PROPOSED PROJECT, BUT ARE INDICATIVE OF DESIGN INTENT AND SIMILAR CONDITIONS.	1. ALL MECHANICAL UNITS SHALL BE SCREENED FROM PUBLIC VIEW, OR AS REQUIRED BY ZONING GUIDELINES. 2. BUILDING RENDERINGS REFLECT THE DESIGN FORM AND INTENT OF THE REFERENCED BUILDING. ADDITIONAL DETAIL, GARAGE, TRASH SERVICES, AND OTHER ELEMENTS TO BE INCORPORATED AS DESIGN DEVELOPS. 3. SITE PLAN IS FOR GENERAL LOCATION PURPOSES ONLY AND MAY NOT FULLY REFLECT EXISTING/CONCEPTUAL SITE DESIGN. PLEASE REFERENCE (SHEET D) "CONCEPTUAL SITE PLAN". 4. MATERIAL CALCULATIONS DO NOT INCLUDE MINOR TRIM OR MATERIALS ABOVE THE COMMON ROOF BEARING PLANE.	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG	SWATCH	DESCRIPTION	TAG			SWATCH	DESCRIPTION
2	All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.			B-1		VENDOR: BORAL CAST/IT CUT: FRENCH GRAY COLOR: GRAY MATERIAL: NATURAL STONE	B-4		VENDOR: BORAL BRICK COLOR: REDINGTON CLASSIC MATERIAL: CLAY-FIRED BRICK	P-1		VENDOR: SHERWIN WILLIAMS COLOR: WEB GRAY NUMBER: SW7075 R:97, G:182, B:125 MATERIAL: SIDING					COLOR: BRONZE MATERIAL: WINDOWS(ALUM.)
3	When permitted, exposed utility boxes and conduits shall be painted to match the building.			ST-1		VENDOR: SHERWIN WILLIAMS COLOR: STUDIO TAUPE NUMBER: SW7548 R:173, G:156, B:133 MATERIAL: STUCCO	B-5		VENDOR: BORAL BRICK COLOR: SUMMER HARVEST MATERIAL: CLAY-FIRED BRICK	P-2		VENDOR: SHERWIN WILLIAMS COLOR: REPOSE GRAY NUMBER: SW7015 R:204, G:201, B:192 MATERIAL: TRIM & GUTTER	R-2				VENDOR: CERTAINTED SERIES: LANDMARK COLOR: HEATHER BLEND MATERIAL: ASPHALT SHINGLES
4	All signage areas and locations are subject to approval by the Building Inspection Department.			B-6		VENDOR: BORAL BRICK COLOR: TARRYTOWN MATERIAL: CLAY-FIRED BRICK	P-3		VENDOR: SHERWIN WILLIAMS COLOR: URBAN BRONZE NUMBER: SW7048 R:94, G:86, B:71 MATERIAL: RAILINGS & DOORS	*EQUAL ALTERNATES MAY BE SUBSTITUTED WITH APPROVAL FROM ARCHITECT AND OWNER							
5	Windows shall have a maximum exterior visible reflectivity of (10) percent.			ABBREVIATIONS													
		ALUM. ALUMINUM	ELEVATION HGT.														
		BLDG. BUILDING	DWG. NO. DWG. TITLE														
		BZWAY. BREEZEWAY	SCALE														
		FF. FINISHED FLOOR	SCALE														
		STL. STEEL	SCALE														

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Z22-0001
EXHIBIT C
DEVELOPMENT STANDARDS
WESTSIDE

Conformance with the Town's Zoning Ordinance and Subdivision Ordinance: Except as otherwise set forth in these Development Standards, the regulations of the Town's Zoning Ordinance, as it exists or may be amended, and the Subdivision Ordinance, as it exists or may be amended, shall apply.

Tract A – Retail District

- A1. Except as noted below, the Tract shall develop in accordance with the Retail District as it exists or may be amended.
- A2. Uses. Uses shall be permitted in accordance with the Retail District with the exception of the following:

Permitted Uses

1. Restaurant (with Drive-Through)
 - a. A restaurant with drive-through shall be permitted by right in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance. A maximum of two (2) noncontiguous drive-through restaurants shall be permitted along US 380, and a maximum of two (2) drive-through restaurants shall be permitted along FM 1385, as shown on Exhibit D.
2. Hotel, ~~Limited Service~~Extended Stay
 - a. ~~A maximum of two (2) limited service~~Extended stay hotels shall be permitted by right on the subject property, as shown on Exhibit D, and shall otherwise be permitted in accordance with the Conditional Development Standards, outlined in the Zoning Ordinance.

Prohibited Uses:

1. Athletic Stadium or Field, Public
2. Automobile Parking Lot/Garage
3. Automobile Paid Parking Lot/Garage
4. Recycling Collection Point
5. School District Bus Yard

- A3. Regulations. Regulations shall be permitted in accordance with the Retail District with the exception of the following:
1. Maximum Height
 - a. Commercial Amusement, Indoor: Two (2) stories, no greater than fifty (50) feet at the parapet height, with an additional twenty (20) feet above the parapet for a marquee.
 - b. Hotel, ~~Limited Service~~Extended Stay: Five (5) stories, no greater than seventy-five (75) feet.
 - i. Minimum height of four (4) stories.
- A4. Design Guidelines
1. Elevation Review and Approval
 - a. Conceptual Elevations, conforming to Exhibit F, shall be submitted at the time of Preliminary Site Plan, subject to approval by the Planning & Zoning Commission.
 - b. Detailed Façade Plans conforming to the Conceptual Elevations shall be submitted for each building at the time of Site Plan, subject to approval by the Planning & Zoning Commission.

Façade Plans for the ~~Limited Service~~Extended Stay Hotels and the Indoor Commercial Amusement uses shall also be subject to Town Council approval.

2. Architectural Standards

- a. At least eighty percent (80%) of each building's façade (excluding doors and windows) shall be finished in one of the following materials: Masonry (brick or stone)
 - i. Commercial Amusement, Indoor may utilize architectural finished concrete as a primary masonry material, and may be used for up to one hundred percent (80%) of a building elevation, as shown on Exhibit F. In addition, a maximum of ten percent (10%) secondary material, and minimum of ten percent (10%) stone, per elevation, shall be required for Commercial Amusement, Indoor.
 - ~~ii. Limited Service Hotels may utilize sintered stone as a primary masonry material, as shown on Exhibit F.~~
- b. For retail/restaurant uses, no more than thirty percent (30%) of each façade elevation shall use wood-based high pressure laminate (i.e. Prodema, Trespa, CompactWood), as shown on Exhibit F.
- c. No more than fifteen percent (15%) of each façade elevation may use a combination of accent materials such as cedar or similar quality decorative wood, architectural metal panel, tile, stucco, or Exterior Insulating Finishing System (EIFS). Stucco and EIFS may only be used eight feet (8') above the ground floor and is prohibited on all building elevations with the exception of its use for exterior trim and molding features. Commercial Amusement, Indoor shall be limited to a maximum ten percent (10%).
- d. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the buildings, including spires, belfries, towers, cupolas, domes, marquees and roof forms whose area in plan is no greater than fifteen percent (15%) of the ground floor footprint may exceed the height limits by up to ten feet (10').
- e. No single material shall exceed eighty percent (80%) percent of an elevation area. Except for Commercial Amusement, Indoor, a minimum of twenty percent (20%) of the front façade and all facades facing public right-of-way shall be natural or manufactured stone. A minimum of ten percent (10%) of all other facades shall be natural or manufactured stone. Commercial Amusement, Indoor shall require a minimum ten percent (10%) stone, per elevation.
 - i. All buildings shall be designed to incorporate a form of architectural articulation every thirty feet (30'), both horizontally along each wall's length and vertically along each wall's height. Acceptable articulation may include the following:
 - ii. Canopies, awnings, or porticos;
 - iii. Recesses/projections;
 - iv. Arcades;
 - v. Arches;
 - vi. Display windows, including a minimum sill height of thirty (30) inches;
 - vii. Architectural details (such as tile work and moldings) integrated into the building facade;
 - viii. Articulated ground floor levels or base;
 - ix. Articulated cornice line;
 - x. Integrated planters or wing walls that incorporate landscape and sitting areas;
 - xi. Offsets, reveals or projecting rib used to express architectural or structural bays; or
 - xii. Varied roof heights;
- f. All buildings shall be architecturally finished on all four (4) sides with same materials, detailing, and features.
- g. Except for the Commercial Amusement, Indoor, all primary and secondary exterior building materials (exclusive of glass) shall be of natural texture and shall be neutrals, creams, or other

similar, non-reflective earth tone colors. Bright, reflective, pure tone primary or secondary colors, such as red, orange, yellow, blue, violet, or green are not permitted.

- h. Corporate identities that conflict with the building design criteria shall be reviewed on a case-by-case basis and approved by the Director of Development Services or his/her designee. The applicant may appeal the decision to the Planning & Zoning Commission and Town Council using the appeal procedure in Chapter 4, Section 1 of the Town's Zoning Ordinance.
- i. Exposed conduit, ladders, utility boxes, and drain spouts shall be painted to match the color of the building or an accent color. Natural metal finishes (patina) are an acceptable alternative to paint.
- j. All retail/commercial buildings with facades greater than two hundred feet (200') in length shall incorporate wall plane projections or recesses that are at least six feet (6') deep. Projections/recesses must be at least twenty five percent (25%) of the length of the facade. Except for Commercial Amusement, Indoor, no uninterrupted length of facade may exceed one hundred feet (100') in length.

3. Windows and Doors

- a. All ground floor front facades of buildings along streets or public ways with on-street parking or that face directly onto Open Space and contain non-residential uses shall have transparent storefront windows covering no less than thirty percent (30%) of the façade area. Hotels shall have no less than ten percent (10%) of the façade.
- i. Clear glass is required in all non-residential storefronts. Smoked, reflective, or black glass that blocks two-way visibility is only permitted above the first story. Windows shall have a maximum exterior visible reflectivity of thirty percent (30%).

~~b. At the time of Site Plan in conjunction with the detailed Façade Plans for a Limited Service Hotel, window detailing shall be provided, including but not limited to articulations, recesses, and/or projections.~~

4. Awning, Canopies, Arcades, and Overhangs

- a. Awnings shall not be internally illuminated.
- b. Canopies shall not exceed one hundred linear feet (100') without a break of at least five feet (5').
- c. Awnings and canopies shall not extend beyond ten feet (10') from the main building façade.

A5. Additional Standards

1. Open Space

- a. Urban Open Space
 - i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of one (1) acre of useable land area that will serve as the central park to the commercial development. A minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Rural Open Space; a minimum of one (1) pedestrian connection shall be required from the Urban Open Space to the Glenbrooke neighborhood via Kent Drive. Gates and/or fencing on any pedestrian or vehicular way accessing Kent Drive shall be prohibited.
 - ii. The urban park open space shall be constructed at the time of construction of phase 1. The urban park open space shall be constructed at the developer's cost.
 - iii. The hike and bike trail system and trailhead shall be constructed at the time of construction of phase 1B. The hike and bike trail system shall be constructed at the developer's cost.
- b. Rural Open Space

- i. An open space as depicted on the Landscape Plan (Exhibit G) shall comprise a minimum of nine (9) acres of useable land area that will serve the greater community with both active and passive open space.
 - c. Combined Urban Open Space and Rural Open Space shall collectively satisfy all Open Space requirements for both Tract A and Tract B as required by the Town of Prosper Zoning Ordinance.
- 2. Landscape Screening and Buffering
 - a. A thirty-foot (30') landscape easement shall be required along roadways when an adjacent building sides or backs the road. The landscape buffer shall consist of a minimum three-foot (3') foot berm.
 - b. A minimum of twenty feet (20') of landscape easement shall be exclusive of all utility easements, right turn lanes, drainage easements, and rights-of-way. None of the required trees and/or shrubs shall be located within any utility easement.
 - c. A minimum ten-foot (10') landscape buffer is required adjacent to Urban and Rural Open Space.
 - d. Berming shall be required behind the Entertainment/Indoor Commercial Amusement structure located in Phase 2A as reflected on the Phasing Diagram.
- 3. Lot Frontage
 - a. Lots are not required to front on a public right-of-way, provided an access easement is established by plat prior to issuance of a Certificate of Occupancy (CO) for any building on a lot not fronting on right-of-way.
- 4. Parking Requirement
 - a. Hotel, Extended Stay: One (1) parking space, equivalent to seventy-five percent (75%) of the total number of rooms/keys provided.
 - a. Parking spaces for Lots 15 and 16 may be shared, provided the minimum requirements per the zoning ordinance and herein are met.

Tract B – Multifamily District

- B1. Except as noted below, the Tract shall develop in accordance with the Multifamily District as it exists or may be amended.
- B2. Multifamily Construction
 - 1. For Phase 1B, as shown on Exhibit E2, which consists of a maximum of 243 units, construction may not commence until construction of the first floor framing has begun on the restaurant/retail building as shown on Lot 8 on Exhibit D and the ~~Limited Service~~Extended Stay Hotel on Lot 15 on Exhibit D.
 - 2. For Phase 2B, as shown on Exhibit E2, which consists of a maximum of 237 units, construction may not commence until vertical construction has begun on a minimum fifty thousand (50,000) square foot Indoor Commercial Amusement building or similar size retail building.
 - ...

FINANCE



To: Mayor and Town Council

From: Betty Pamplin, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon a resolution accepting the Independent Audit Report and Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2021, as presented by a representative of Pattillo, Brown and Hill LLP., Certified Public Accountants. (BP)

Description of Agenda Item:

Section 7.18 of the Town's Charter, as well as Chapter 103 of the Texas Local Government Code, requires that an independent audit be conducted annually. Staff plans to submit an electronic Annual Comprehensive Financial Report to the Government Finance Officers Association in consideration for the Certificate of Achievement for Excellence in Financial Reporting.

Traditionally, to accompany their opinion letter, the auditors compose a Government Auditing Standards letter, which would identify any deficiencies in internal control or material noncompliance with laws, regulations, grant agreements, or contracts. For the year ended September 30, 2021, our auditors have no deficiencies to report under Government Auditing Standards.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, LLP, reviewed the resolution as to form and legality.

Attached Documents:

1. Annual Comprehensive Financial Report
2. Resolution

Town Staff Recommendation:

Town staff recommends that the Council approve the resolution accepting the Independent Audit Report and Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2021.

Proposed Motion:

I move to approve the resolution accepting the Independent Audit Report and Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2021.

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR FISCAL YEAR ENDED SEPTEMBER 30, 2021



Town of Prosper, Texas

"Prosper is a place where everyone matters."

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For the Fiscal Year Ended September 30, 2021

Prepared by the
Town of Prosper, Texas
Finance Department
Betty Pamplin - Director of Finance
Liz McDonald - Accounting Manager

Town Manager
Harlan Jefferson

Town Council
Ray Smith, Mayor
Meigs Miller, Mayor Pro-Tem
Craig Andres, Deputy Mayor Pro-Tem
Marcus E. Ray, Council Member
Jeff Hodges, Council Member
Amy Bartley, Council Member
Charles Cotten, Council Member





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TOWN OF PROSPER, TEXAS

Item 13.

YEAR ENDED SEPTEMBER 30, 2021

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INTRODUCTORY SECTION



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PO Box 307 • 250 W. First Street • Prosper, Texas 75078 • 972.346.2640 • Fax: 972.346.9335

March 25, 2022

To the Honorable Mayor, Members of Town Council, and
Citizens of the Town of Prosper, Texas

The Town's management staff is pleased to submit the Annual Comprehensive Financial Report ("ACFR") of the Town of Prosper ("Town") for the fiscal year ending September 30, 2021. This report provides the Town Council, Town Staff, our citizens, our bondholders and other interested parties with detailed information concerning the financial condition and activities of the Town government.

The Town's management assumes responsibility for the accuracy of the data and the completeness and fairness of the presentation, including all disclosures. To the best of our knowledge and belief, the enclosed data is accurate in all material respects, and is organized in a manner designed to fairly present the financial position and results of operation of the Town as measured by the financial activity of its various funds. To enable the reader to gain an understanding of the Town's financial activities, we believe that all necessary disclosures have been included.

The Town is required to obtain an annual audit of the financial records and financial activities of the Town. Pattillo, Brown & Hill, L.L.P., a firm of licensed certified public accountants, have audited the Town's financial statements. The goal of the independent audit is to provide reasonable assurance that the financial statements of the Town for the fiscal year ended September 30, 2021, are free of any material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon the audit, that there was reasonable basis for rendering an unmodified ("clean") opinion that the Town's financial statements for the fiscal year ended September 30, 2021, and are fairly presented in conformity with Generally Accepted Accounting Principles ("GAAP"). The independent auditor's report is presented as the first component of the financial section of this report.

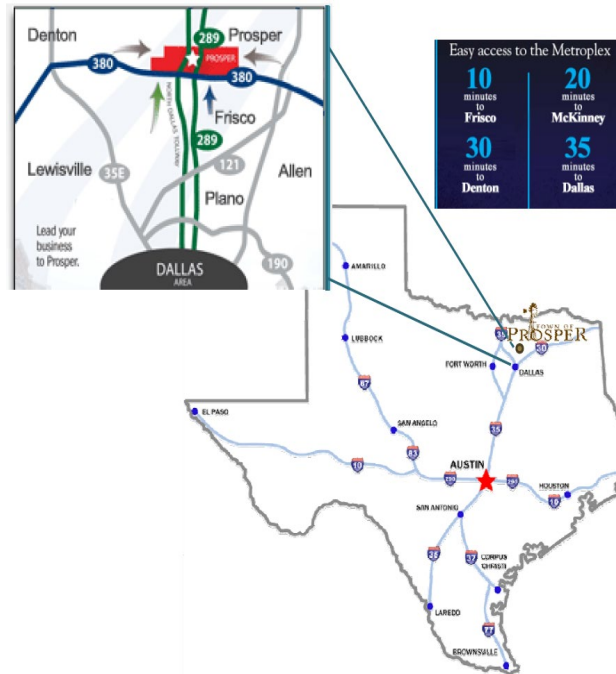
Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. MD&A complements this letter of transmittal and the two should be read in conjunction with each other.

The Reporting Entity Profile

The Town is a political subdivision and a home rule municipality under the laws of the state. A Home Rule Charter was approved by the voters of the Town at an election held November 7, 2006, and revised on May 14, 2011 and May 6, 2017. The Town operates as a Council-Manager form of government with the Town Council comprised of the Mayor and six Council members. The term of office is three years. The Town Manager is the chief executive officer of the Town.

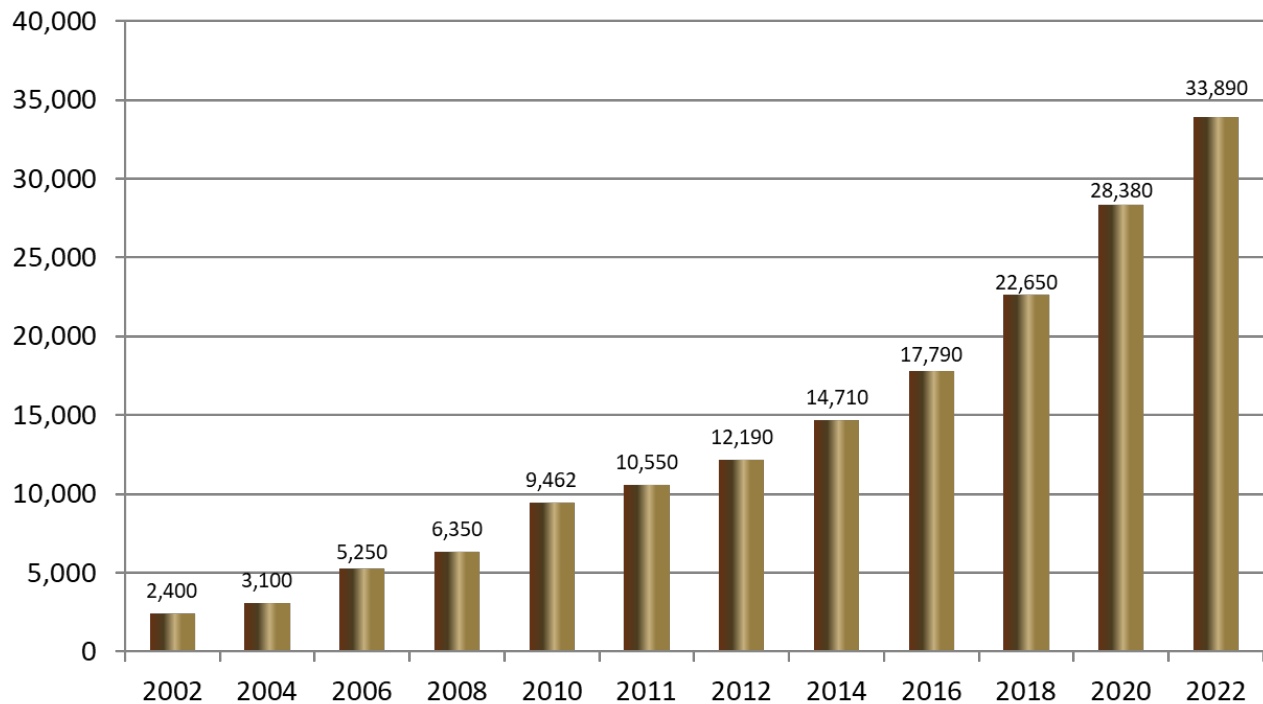
Services the Town provides include: public safety (police, fire protection, and dispatch), and municipal court, public streets, water/wastewater and storm drainage utilities, parks and recreation, library, public improvements, engineering, planning and zoning, building inspections and code compliance, economic development and general administrative services. Some services such as legal and solid waste/recycling are outsourced in full or in part to the private sector.

The Town is located in North Central Texas, and covers approximately 27 square miles of the Dallas/Fort Worth Metroplex ("DFW"). Prosper includes areas in Collin and Denton Counties, with most of the Town's population residing in Collin County. The Town is located at the crossroads of Preston Road and US Highway 380, and is just five minutes north of the bustling Dallas North Tollway cities of Frisco and Plano.



The Town is home to first-rate schools receiving top marks in recent grades from TEA and state championship sports teams, over 400 acres of open space and parks, and other amenities. Access to the DFW area, coupled with a commitment to maintain a high standard of living has created rapid growth for the Prosper community.

The 2011 Census population for the Town was 10,550, and the 2022 estimate is 33,890.



Source: Population estimates to date are from North Central Texas Council of Governments.

History of Prosper

Prosper began with the first settlers arriving in the area in 1846. Those who settled here were drawn to North Texas' fertile black prairie soil perfect for thriving cotton crops in a time when cotton was "King." Between 1850 and 1902, two settlements coexisted. One community, two miles south of the present town, was Rock Hill. The second community, one mile north, was Richland. The development of these small communities was expedited in 1876 when County Courts ordered small tracts of land to be established for quick sale. These tracts, approximately 160 acres in size, were sold for \$3.50 per acre. Dr. A. T. Bryant of McKinney purchased one of the tracts, which later became the geographic nucleus for the Town of Prosper.

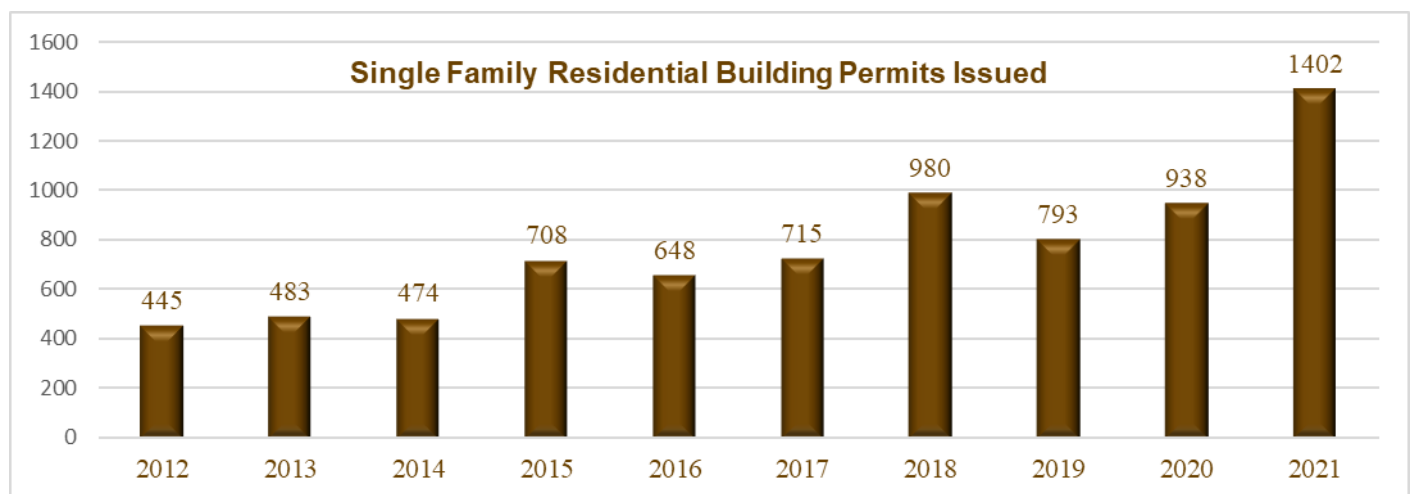
The establishment of the St. Louis & San Francisco Railroad in March of 1902 created the change that forced the communities of Rock Hill and Richland to merge forming the Town of Prosper. For years, Prosper was the central stop for the railroad between Dallas and Sherman. When community officials applied for a Post Office with the name "Richland," they were informed that city name was already taken. Postmaster B.J. Naugle asked for an alternative name and J.C. Slaughter suggested the name Prosper. A new name was adopted for the hybrid community – one that spoke of the prosperous living conditions and the prosperous crops harvested that year.

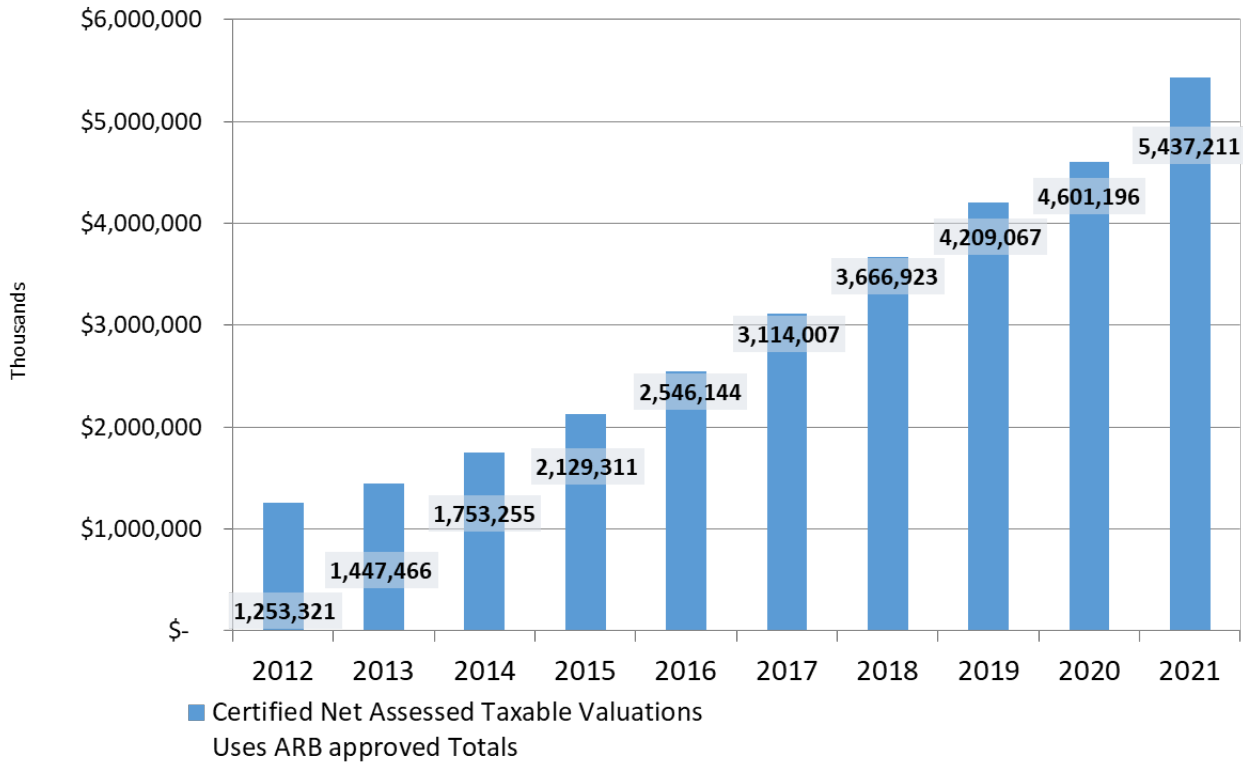
The Town of Prosper was incorporated in 1914 with a Commission form of government and a population of 500. U.N. Clary was Mayor and served in that position for 49 years. The introduction of the automobile sparked the evolution of people moving in and out of the rural community. Following the war and the depression, the mechanization of farming provided the next big impact on Prosper's population. Beginning in the 1980's, Fortune 500 companies began relocating to the DFW area, spurring growth of the Metroplex, and a renewed interest in families wanting to live in Prosper.

Prosper has managed to retain its small town appeal by carefully managing growth in accordance with a Comprehensive Land Use Plan, a Parks & Open Space Plan, and a Capital Improvements Plan. Unlike the cities of Dallas, Plano, and Frisco located to the south, Prosper is characterized by a variety of single-family neighborhoods consisting of estate-size lots and master planned neighborhoods. While residential growth remains strong, the Town is carefully evolving from a bedroom community of 33,000+ residents to a full service community offering retail, restaurant, office and health care services. In 2021, permits were issued for the opening of 112 new businesses. 771,809 square feet of new non-residential construction started in 2021, and approximately 1,554,086 square feet of shovel ready non-residential projects are approved for construction in 2022.

The Economic Outlook

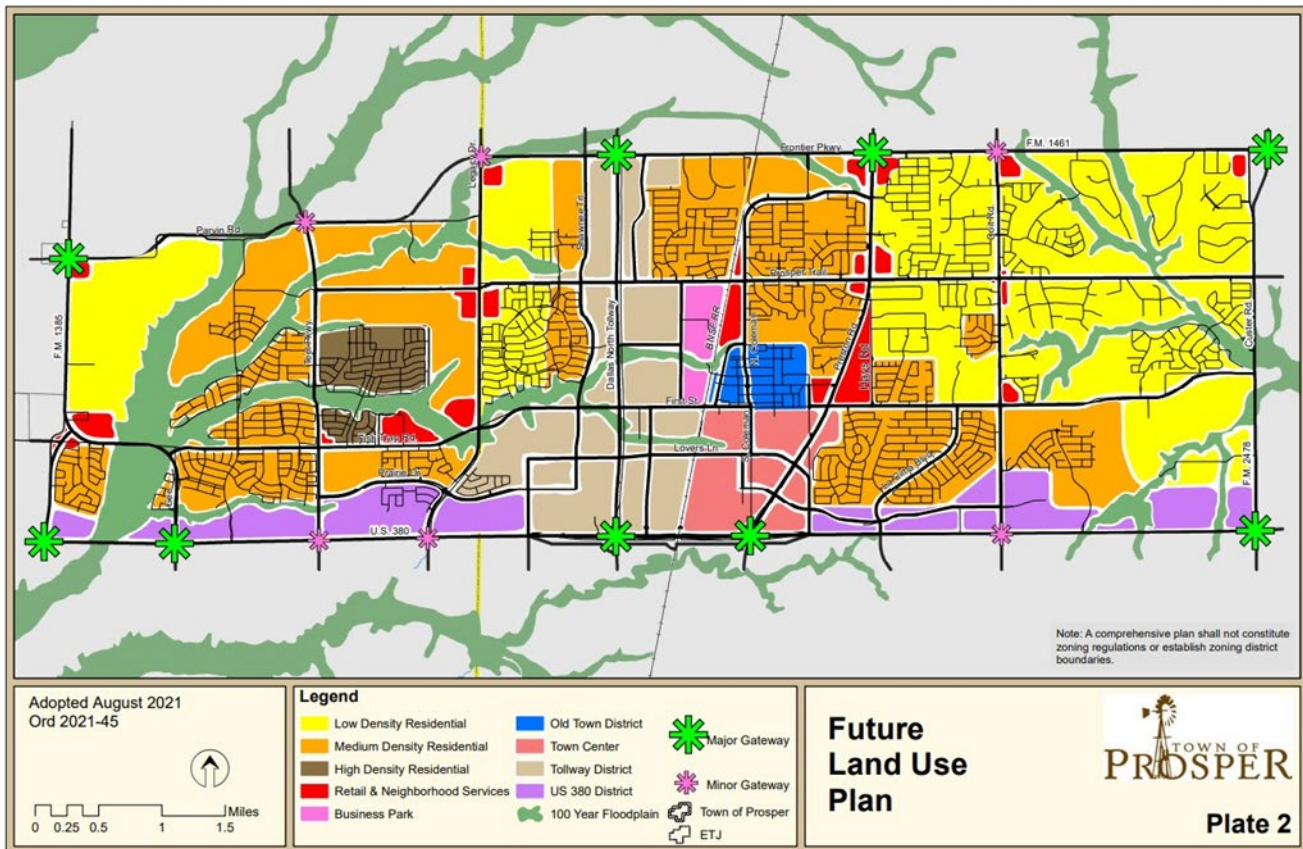
The Town continues to experience new home permits at a record pace and benefits tremendously from its location. Prosper, while not immune from economic pressures, has thrived more than most DFW communities. New homes in 2021 averaged \$563K.





The Town has maintained significant growth. Certified property valuations increased by \$836M (18.17%) for FY 2021-2022, from \$4,601M to \$5,437M. A majority of current values come from Collin County properties, but the Denton County portion is experiencing new developments. This year the Town's value in Denton County increased more than 31%.

The economy influences the timing of population increases and the types of development that occur will affect the build-out of the Town. The Town Council adopted a new Comprehensive Plan in 2012 and annually reviews the Plan in response to changing market conditions. The last revision was in January 2022. Policymakers and Town staff use this document as a guide while reviewing development projects, the Town budget, prioritizing capital improvement projects, and drafting ordinances to direct growth that leads to the established vision. The Future Land Use Plan (below) graphically sets an overall framework for the preferred pattern of development within Prosper.



Accounting System and Budgetary Control

Town management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Town are protected from loss, theft, or misuse. Management must also ensure that adequate accounting data is compiled to allow for the preparation of financial statements in conformity with GAAP. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived, and (2) the valuation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above framework.

The Town's accounting records for general governmental operations are maintained on a modified accrual basis, with revenues recognized when measurable and available, and expenditures recorded when the services or goods are received and the liabilities are incurred. Accounting records for the Town's utilities and other proprietary activities are maintained on a full accrual basis.

The objective of budgetary controls is to ensure compliance with legal provisions contained in the annual budget approved by the Town Council. The annual budget is developed and controlled at the department level in the General Fund and Utility Fund, and at the fund level in all other funds. This budgetary level serves as the foundation for the Town's financial planning and control. Department Heads may transfer resources within a department with the Finance Director's approval. The Town Council approves any amendments or additional funding requests for appropriations over that of the budgeted department level total, even though the Town Charter limits are at the fund level. These amendments shall be by ordinance and shall become an attachment to the original budget.

The governmental funds that are annually appropriated are the General Fund, Impact Fee Fund, Debt Service Fund, Court Technology Fund, Court Security Fund, Parks Dedication Fund, Parks Improvement Fund, Police Special Purpose District Fund, Fire Special Purpose District Fund, TIRZ#1 Fund, TIRZ#2 Fund, Municipal Jury Fund, Contributions Fund, and the CARES Act as funding is made available to the Town.

The accompanying ACFR incorporates all funds of the Town and includes all government activities, organizations and functions for which the Town is financially accountable. The criteria used in determining activities to be reported within the Town's basic financial statements are based upon and consistent with those set forth by the Governmental Accounting Standards Board.

On May 6, 1995, Town of Prosper voters approved the 4A Sales Tax proposition, which increased the sales and use tax by $\frac{1}{2}$ of 1% for the promotion and development of new and expanded business enterprises. The 4A funds account for the local sales tax used to encourage additional private investment that will increase and diversify the tax base, create jobs, lower residential taxes, increase the number of retail, commercial and industrial companies locating to the Town and improve Prosper residents' quality of life. The Economic Development Corporation is Town-chartered and governed by a seven-member Board of Directors appointed by the Town Council. The Town has included the financial statements for the Prosper Economic Development Corporation in its government-wide financial statements as a component unit. Component units are legally separate organizations that a primary government must include as part of its financial entity.

Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Town of Prosper, Texas, for its Annual Comprehensive Financial Report for fiscal year ended September 30, 2020. The Town has received a Certificate of Achievement for the last eleven consecutive years. In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized Annual Comprehensive Financial Report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe the current report continues to conform to the Certificate of Achievement program requirements and we are submitting it to GFOA for consideration.

The Town also received the Popular Annual Financial Report (PAFR) award from GFOA for the fiscal year ended September 30, 2020. The Town has been granted this award for the three previous fiscal years. This report is designed to provide a user friendly and easily understood report to the public and other interested parties that lack a background in public finance.

Acknowledgements

The preparation of this report could not be accomplished without the efficient and dedicated services of the Finance Department staff. I would like to express my appreciation to all employees who contributed to its presentation. Acknowledgement is also given to the representatives of Pattillo, Brown, and Hill, L.L.P. for their assistance in this year's report with special thanks to John Manning, Audit Partner, and Kent Willis, Audit Manager for this engagement.

I would also like to thank the members of the Town Council for their interest and support in planning and conducting the financial operations of the Town in a responsible and progressive manner.

Respectfully submitted,



Harlan Jefferson
Town Manager



Betty Pamplin
Finance Director



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Town of Prosper
Texas**

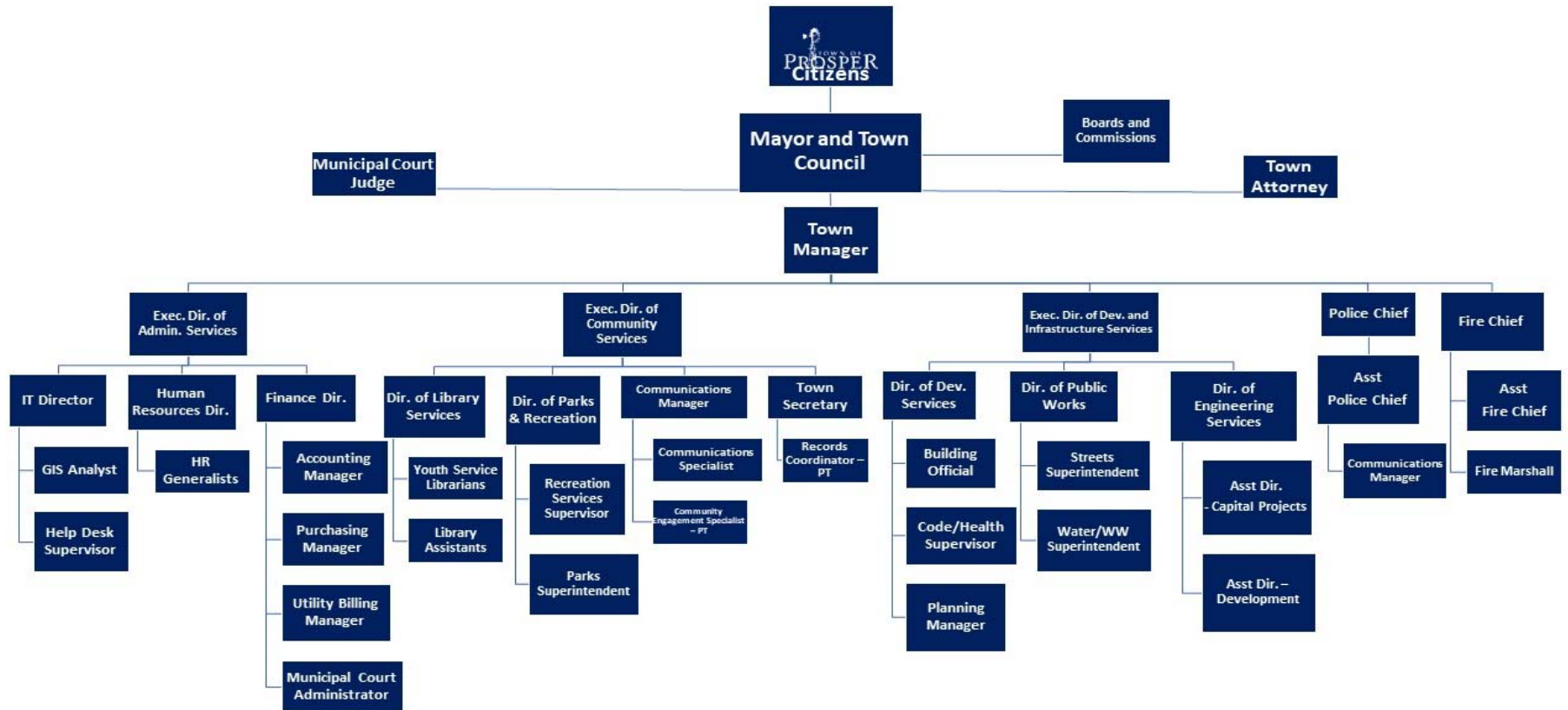
For its Annual Comprehensive
Financial Report
for the Fiscal Year Ended

September 30, 2020

Christopher P. Morrell

Executive Director/CEO

Organizational Chart



TOWN OF PROSPER, TEXAS
LIST OF PRINCIPAL OFFICIALS

FISCAL YEAR ENDED SEPTEMBER 30, 2021

TOWN COUNCIL

MAYOR _____ RAY SMITH



COUNCIL MEMBER PLACE 1 _____ MARCUS E. RAY



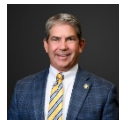
COUNCIL MEMBER PLACE 2, DEPUTY MAYOR PRO-TEM _____ CRAIG ANDRES



COUNCIL MEMBER PLACE 3, _____ AMY BARTLEY



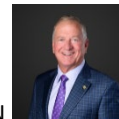
COUNCIL MEMBER PLACE 4, MAYOR PRO-TEM _____ MEIGS MILLER



COUNCIL MEMBER PLACE 5 _____ JEFF HODGES



COUNCIL MEMBER PLACE 6 _____ CHARLES COTTEN



TOWN OF PROSPER, TEXAS
LIST OF PRINCIPAL OFFICIALS

FISCAL YEAR ENDED SEPTEMBER 30, 2021

APPOINTED OFFICIALS

TOWN MANAGER _____ HARLAN JEFFERSON

TOWN SECRETARY _____ MICHELLE LEWIS SIRIANNI

EXECUTIVE DIRECTOR OF ADMINISTRATIVE SERVICES _____ VACANT

EXECUTIVE DIRECTOR OF COMMUNITY SERVICES _____ ROBYN BATTLE

EXECUTIVE DIRECTOR OF DEVELOPMENT AND INFRASTRUCTURE SERVICES _____ REBECCA ZOOK

FIRE CHIEF _____ STUART BLASINGAME

POLICE CHIEF _____ DOUG KOWALSKI

DIRECTOR OF DEVELOPMENT SERVICES _____ KHARA DODDS

DIRECTOR OF ENGINEERING _____ HULON WEBB

DIRECTOR OF FINANCE _____ BETTY PAMPLIN

DIRECTOR OF HUMAN RESOURCES _____ JAMES EDWARDS

DIRECTOR OF INFORMATION TECHNOLOGY _____ LEIGH JOHNSON

DIRECTOR OF LIBRARY SERVICES _____ LESLIE SCOTT

DIRECTOR OF PARKS AND RECREATION _____ DAN BAKER

DIRECTOR OF PUBLIC WORKS _____ FRANK JAROMIN



FINANCIAL SECTION



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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and
Members of the Town Council
Town of Prosper, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Town of Prosper, Texas, as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Town of Prosper, Texas' basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Prosper, Texas, as of September 30, 2021, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town of Prosper, Texas' basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 25, 2022, on our consideration of the Town of Prosper, Texas' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town of Prosper, Texas' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town of Prosper, Texas' internal control over financial reporting and compliance.

Patillo, Brown & Hill, L.L.P.

Waco, Texas
March 25, 2022



MANAGEMENT'S DISCUSSION AND ANALYSIS



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As management of the Town of Prosper, Texas (the Town), we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended September 30, 2021.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the Town of Prosper, on a government-wide basis, exceeded its liabilities and deferred inflows as of September 30, 2021 by \$423,221,463 (net position). Of this amount, \$58,417,163 (unrestricted net position) may be used to meet the Town's ongoing obligations to citizens and creditors.
- The Town's total net position increased by \$86,894,548. Most of the increase is due to property taxes, sales taxes, increases in capital assets and water and sewer charges for services.
- As of the close of the current fiscal year, the Town of Prosper's governmental funds reported combined ending fund balances of \$95,056,559 (made up of \$20,242,707 in General Fund, \$10,678,812 in Impact Fee Fund, \$2,640,088 in Debt Service Fund, \$55,411,735 in Capital Projects Fund, \$3,145 in the ARPA Fund, and \$6,080,072 in other governmental funds), an increase of \$48,014,974 in comparison with the prior year.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$10,229,128 or 33% of total current fiscal year General Fund expenditures and is available for spending at the Town's discretion.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the Town of Prosper's basic financial statements. The Town's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements – The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the Town's assets and liabilities, with the difference between the two reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The Statement of Activities presents information showing how the Town's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the time of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Town include general government, public safety, public works, recreation, and transportation. The business-type activities of the Town include the water and sewer system, as well as sanitation collection and disposal, and storm drainage.

The government-wide financial statements include not only the Town of Prosper itself (known as the primary government), but also a legally separate economic development corporation. Financial information for this component unit is reported discretely in the government-wide financial statements.

Fund financial statements – A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town of Prosper, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The funds of the Town of Prosper can be divided into two categories: governmental funds and proprietary funds.

Governmental funds – Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the Town's near-term financing decisions. Both the governmental fund balance sheet and the government fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town of Prosper maintains thirteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Impact Fee Fund, Debt Service Fund, Capital Projects Fund, and Escrow Fund, all of which are considered to be major funds. Data from the other eleven governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements and certain budgetary schedules in this report. The basic governmental fund financial statements can be found immediately following this management's discussion and analysis.

The Town adopts an annual appropriated budget for its General Fund, Debt Service Fund, and Impact Fee Fund and several of the non-major governmental funds. Budgetary comparison schedules have been provided for these funds to demonstrate compliance with the budgets.

Proprietary funds – The town maintains two types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Town uses enterprise funds to account for its water, sewer, sanitation, and storm drainage activities. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

The Internal Service Fund is used to accumulate and allocate costs internally among the Town's various functions. The Town uses its Internal Service Fund to account for its vehicle and equipment replacement program and employee health insurance program. Because these services predominately benefit the governmental rather than the business-type functions, they have been included within governmental activities in the government-wide financial statements.

Notes to the financial statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information – In addition to the basic financial statements and the accompanying notes, this report also presents certain required supplementary information concerning the Town's progress in funding pension benefits to its employees and the budgetary schedule of the General and Impact funds.

The combining statements referred to earlier in connection to the non-major governmental funds are presented immediately following the required supplementary information on pensions.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Town, assets and deferred outflows exceeded liabilities and deferred inflows by \$423,221,463 at the close of the most recent fiscal year.

A portion of the Town's net position (85%) reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets that are still outstanding. The Town of Prosper uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Town's net position (1%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position (14%) may be used to meet the Town's ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the Town is able to report position balances in all categories of net position both for the Town as a whole, as well as for its separate governmental and business-type activities.

**Town of Prosper's Net Position
Government-Wide**

	Governmental Activities		Business-Type Activities		Total	
	2021	2020	2021	2020	2021	2020
Current and other assets	\$ 34,335,054	\$ 21,977,517	\$ 16,181,013	\$ 12,381,543	\$ 50,516,067	\$ 34,359,060
Restricted assets	80,113,008	42,192,966	15,936,688	16,419,136	96,049,696	58,612,102
Capital assets	<u>293,691,527</u>	<u>240,636,596</u>	<u>181,105,524</u>	<u>158,423,240</u>	<u>474,797,051</u>	<u>399,059,836</u>
Total assets	<u>408,139,589</u>	<u>304,807,079</u>	<u>213,223,225</u>	<u>187,223,919</u>	<u>621,362,814</u>	<u>492,030,998</u>
Deferred outflows of resources	<u>3,640,933</u>	<u>3,313,482</u>	<u>624,067</u>	<u>584,805</u>	<u>4,265,000</u>	<u>3,898,287</u>
Total outflows of resources	<u>3,640,933</u>	<u>3,313,482</u>	<u>624,067</u>	<u>584,805</u>	<u>4,265,000</u>	<u>3,898,287</u>
Long-term liabilities	137,803,717	96,106,768	35,156,697	37,880,491	172,960,414	133,987,259
Other liabilities	<u>22,134,188</u>	<u>17,610,593</u>	<u>6,620,754</u>	<u>7,256,492</u>	<u>28,754,942</u>	<u>24,867,085</u>
Total liabilities	<u>159,937,905</u>	<u>113,717,361</u>	<u>41,777,451</u>	<u>45,136,983</u>	<u>201,715,356</u>	<u>158,854,344</u>
Deferred inflows of resources - pensions	<u>597,875</u>	<u>640,167</u>	<u>93,120</u>	<u>107,859</u>	<u>690,995</u>	<u>748,026</u>
Total inflows of resources	<u>597,875</u>	<u>640,167</u>	<u>93,120</u>	<u>107,859</u>	<u>690,995</u>	<u>748,026</u>
Net position:						
Net investment in capital assets	211,505,986	169,773,535	147,067,244	127,806,218	358,573,230	297,579,753
Restricted	6,231,070	5,534,425	-	-	6,231,070	5,534,425
Unrestricted	<u>33,507,686</u>	<u>18,455,073</u>	<u>24,909,477</u>	<u>14,757,664</u>	<u>58,417,163</u>	<u>33,212,737</u>
Total net position	<u>\$ 251,244,742</u>	<u>\$ 193,763,033</u>	<u>\$ 171,976,721</u>	<u>\$ 142,563,882</u>	<u>\$ 423,221,463</u>	<u>\$ 336,326,915</u>

**Town of Prosper's Changes in Net Position
Government-Wide**

	Governmental Activities		Business-Type Activities		Total	
	2021	2020	2021	2020	2021	2020
Revenues:						
Program revenues:						
Charges for services	\$ 19,857,321	\$ 14,390,092	\$ 26,666,603	\$ 24,225,257	\$ 46,523,924	\$ 38,615,349
Operating grants & contributions	2,487,927	1,252,583	7,733	-	2,495,660	1,252,583
Capital grants & contributions	39,617,715	16,677,357	31,012,339	19,030,854	70,630,054	35,708,211
General revenues:						
Property taxes	26,864,570	24,478,723	-	-	26,864,570	24,478,723
Other taxes	15,918,418	12,153,419	-	-	15,918,418	12,153,419
Other income	<u>456,245</u>	<u>984,539</u>	<u>560,050</u>	<u>641,600</u>	<u>1,016,295</u>	<u>1,626,139</u>
Total revenues	<u>105,202,196</u>	<u>69,936,713</u>	<u>58,246,725</u>	<u>43,897,711</u>	<u>163,448,921</u>	<u>113,834,424</u>
Expenses:						
Administration	8,616,814	10,490,476	-	-	8,616,814	10,490,476
Police	7,197,976	6,059,769	-	-	7,197,976	6,059,769
Fire	9,770,846	8,770,467	-	-	9,770,846	8,770,467
Development Services	3,621,626	2,413,332	-	-	3,621,626	2,413,332
Public Works	9,924,184	6,906,535	-	-	9,924,184	6,906,535
Community Services	5,852,407	5,297,319	-	-	5,852,407	5,297,319
Engineering	1,899,366	1,545,471	-	-	1,899,366	1,545,471
Interest on long-term debt	3,690,827	3,088,624	-	-	3,690,827	3,088,624
Utility	-	-	<u>27,480,327</u>	<u>24,772,001</u>	<u>27,480,327</u>	<u>24,772,001</u>
Total expenses	<u>50,574,046</u>	<u>44,571,993</u>	<u>27,480,327</u>	<u>24,772,001</u>	<u>78,054,373</u>	<u>69,343,994</u>
Revenues in Excess of Expenses	<u>54,628,150</u>	<u>25,364,720</u>	<u>30,766,398</u>	<u>19,125,710</u>	<u>85,394,548</u>	<u>44,490,430</u>
Transfers	<u>892,063</u>	<u>936,235</u>	<u>(892,063)</u>	<u>(936,235)</u>	<u>-</u>	<u>-</u>
Special item	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,500,000</u>	<u>-</u>
Change in net position	57,020,213	26,300,955	29,874,335	18,189,475	86,894,548	44,490,430
Net position - beginning of year	<u>193,763,033</u>	<u>167,510,282</u>	<u>142,563,882</u>	<u>124,374,407</u>	<u>336,326,915</u>	<u>291,884,689</u>
Prior period adjustment	461,496	<u>(48,204)</u>	<u>(461,496)</u>	<u>-</u>	<u>-</u>	<u>(48,204)</u>
Net position - end of year	<u>\$ 251,244,742</u>	<u>\$ 193,763,033</u>	<u>\$ 171,976,721</u>	<u>\$ 142,563,882</u>	<u>\$ 423,221,463</u>	<u>\$ 336,326,915</u>

The following key elements influenced the changes in net position from the prior year:

Revenues for FY 2020-2021 increased by \$49,614,497, or 44% in comparison to the prior year. The increase is primarily due to increases in sales taxes, property taxes, charges for services, and capital grants and contributions. Property taxes and sales taxes increased \$6,150,846 from prior year due to increased assessed value and growth in the Town. Capital grants and contributions increased by \$22,940,358 due to additional capital contributions by developers. Water and sewer charges for services increased \$2,441,346 over the prior year due to the growth within the Town, due to increased usage of services and an increase in commercial base water rates to bring them more in line with the residential rates.

Governmental Activities

Governmental activities increased the Town's net position by \$57,020,213. The following factors contributed to this change:

- Property and sales taxes increased by \$6,150,846 (17%) primarily due to increases in the Town's property tax base and economic development within the Town.
- Capital grants and contributions increased by \$22,940,358 (138%) primarily due to continued Town growth and increased developer contributions.
- Total governmental activity expenses increased by \$6,002,053 (13%) during the year primarily due to the overall growth that the Town has experienced. The largest functional areas affected by this growth were Police (\$1,138,207), Fire (\$1,000,379), Development Services (\$1,208,294) and Public Works (\$3,017,649).

Business-Type Activities

Business-type activities increased the Town's net position by \$29,874,335. The following factors contributed to this change:

- Operating revenue increased by \$14,439,014 (33%) from the previous year due to an increase in water and sewer charges for service and increases in usage.
- Operating expenses increased by \$2,708,326 (11%) from the previous year due to an increase in contractual services mainly due to increases in usage.

FINANCIAL ANALYSIS OF THE TOWN'S FUNDS

As noted earlier, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds – The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available at the end of the fiscal year.

At the end of the current fiscal year, the Town's governmental funds reported combined ending fund balances of \$95,056,559, an increase of \$47,553,478 from the prior year. Most of the increase is due to continued growth and the Town's 2021 debt issuance in the amount of \$43 million. Of the current combined ending fund balance, \$41,495 is nonspendable due to prepaids, \$74,813,852 is restricted for debt service, capital projects, police, fire, grants, parks, courts, and other, \$6,127,144 is committed for contingency in accordance with the Town charter, \$3,844,940 was assigned for next year's budget, and \$10,229,128 is unassigned.

The General Fund is the chief operating fund of the Town. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$10,229,128. Total unassigned fund balance represents 33% of total General Fund expenditures. The increase in fund balance of \$6,319,475 is primarily due to growth in commercial and residential building permits and sales tax receipts.

The Impact Fee Fund has a total fund balance of \$10,678,812; which is restricted for capital projects. The increase in fund balance of \$5,586,360 is due to collection of impact fees related to development in Town.

The Debt Service Fund has a total fund balance of \$2,640,088; all of which is restricted for payment of debt service. The increase in fund balance of \$20,721 is primarily due to an increase in property tax collections throughout the year.

The Capital Projects Fund has a total fund balance of \$55,411,735; all of which is restricted for construction. The increase in fund balance of \$34,065,640 is due to the Town's 2021 debt issuance.

Proprietary funds – The Town's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water and Sewer Fund at the end of the year amounted to \$24,134,377. The increase in total net position of the Water and Sewer Fund was \$20,821,304. Unrestricted net position for the Stormwater Drainage Utility Fund at the end of the year amounted to \$775,100. The increase in total net position of the Stormwater Drainage Utility Fund was \$9,053,031. The factors concerning the finances of these funds have already been addressed in the discussion of the Town's business-type activities.

GENERAL FUND BUDGETARY HIGHLIGHTS

Original budget compared to final budget – During the year amendments to increase original revenue resulted from unanticipated grants. License and Permit revenue was increased due to expected strong building activity. Other budget amendments include increased budgeted expenditures in the Administration, Police, Fire, and Development Services functions. Expenditures increased for the mid-year hiring of personnel and capital projects which were delayed during the previous fiscal year due to the Coronavirus pandemic.

Final budget compared to actual results – During the year, revenues were \$4,473,839 more than estimated and expenditures were \$4,006,623 less than budgeted. The majority of the excess revenues arose from license and permit, sales taxes, and charges for services. The majority of expenditure savings was in Police, Fire, Development Services, and Public Works. In Police and Fire there was additional sales tax revenue collected in the two Special Purpose Districts and as these funds are dedicated to public safety salaries, at the end of the year General Fund salaries were reallocated to these funds in order to maintain minimal fund balance. Development Services and Public Works had salary savings for vacant positions.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital assets – The Town's investment in capital assets for its governmental and business-type activities as of September 30, 2021 is \$474,797,051 (net of accumulated depreciation). This investment in capital assets includes land, buildings and infrastructure, and equipment.

Major capital asset events during the current fiscal year included the following:

- Capital asset acquisitions in governmental activities totaled \$62,374,423. The majority of this activity was funded from bond proceeds and was for streets, parks, and related infrastructure.
- Capital asset additions in business-type activities totaled \$27,650,909. The majority of this activity was funded from bond proceeds and was for new water and sewer projects.

	Governmental Activities		Business-Type Activities		Total	
	2021	2020	2021	2020	2021	2020
Government-wide capital assets:						
Non-depreciable assets	\$ 78,822,725	\$ 58,740,622	\$ 28,293,859	\$ 23,185,712	\$ 107,116,584	\$ 81,926,334
Depreciable assets	274,363,096	232,815,078	182,110,227	159,720,461	456,473,323	392,535,539
Total capital assets	353,185,821	291,555,700	210,404,086	182,906,173	563,589,907	474,461,873
Less: accumulated depreciation	(59,494,294)	(50,919,104)	(29,298,562)	(24,482,933)	(88,792,856)	(75,402,037)
Government-wide capital assets, net	\$ 293,691,527	\$ 240,636,596	\$ 181,105,524	\$ 158,423,240	\$ 474,797,051	\$ 399,059,836

Additional information on the Town's capital assets can be found in the capital asset (Note VI) of the notes to the financial statements.

Long-term liabilities – At the end of the current fiscal year, the Town had long-term liabilities outstanding of \$182,223,156. The Town's debt is backed by the full faith and credit of the Town.

The Town's bond ratings are AA+ as assigned by Standard & Poor's and Aa1 as assigned by Moody's.

Total long-term liabilities consisted of the following:

	Governmental Activities		Business-Type Activities		Total	
	2021	2020	2021	2020	2021	2020
Government-wide long-term liabilities:						
Certificates of obligation and general obligation bonds	\$ 127,636,046	\$ 88,801,423	\$ 34,808,225	\$ 37,478,576	\$ 162,444,271	\$ 126,279,999
Bonds premium on issuance	11,587,592	7,425,775	2,281,127	2,281,127	13,868,719	9,706,902
Compensated absences payable	2,000,996	1,766,093	233,006	211,752	2,234,002	1,977,845
Net pension liability	3,180,755	2,830,377	495,409	440,838	3,676,164	3,271,215
Total government-wide long-term liabilities	\$ 144,405,389	\$ 100,823,668	\$ 37,817,767	\$ 40,412,293	\$ 182,223,156	\$ 141,235,961

Additional information on the Town's long-term liabilities can be found in the long-term liabilities (Note VIII) in the notes to the financial statements.

ECONOMIC FACTORS AND FY 2020-2021 BUDGETS AND RATES

The Town continues to thrive, with residential and commercial development occurring at the highest levels the Town has ever seen. The resulting increase in property values reflects the commitment of the Council and the efforts of the Prosper Economic Development Corporation (PEDC) to attract quality development. The FY 2021-2022 Adopted Budget addresses the need for increased service levels due to growth. The budget provides essential capital investments in infrastructure and other public improvements, as well as additional public safety resources.

Revenue Projection Highlights

Despite the Town's current and future growth potential and general optimism, the budget was prepared with quantifiable revenue assumptions in mind.

- The Town has 19 active residential subdivision phases with a total of 1,521 lots that are either shovel ready, under construction, or have plans under review.
- The FY 2021-2022 Adopted Ad Valorem Property Tax Rate is set at \$0.51 per one hundred dollars taxable valuation. The adopted tax rate is a decrease of \$0.01 from the FY 2020-2021 tax rate which had remained the same for fourteen straight years. Certified property valuations increased by \$836M (18.17%) for FY 2021-2022. Property values increased from \$4,601M to \$5,437M. Most of the Town's current values come from Collin County properties, but we are experiencing large growth in Denton County. The average single-family home value is approximately \$581,940 in Collin County and \$491,741 in Denton County. This is an increase of \$36,616 or 6.71% in Collin County and \$37,785 or 8.32% in Denton County from the previous year.
- Commercial development in the following areas brought more ad valorem tax to the Town: Gates of Prosper, Windsong Ranch Marketplace, Shops at Prosper Trail, and the Shops at Three-Eighty.
- Sales tax revenue for FY 2021-2022 was conservatively budgeted at \$17,144,909. FY 2020-2021 year-end sales tax receipts fared better than originally predicted during the pandemic, for a total actual collected amount of \$17,700,795. Current year to date estimates project sales tax will exceed the amount collected in FY 2020-2021. Growth in new businesses and a general increase in existing retail sales are expected in FY 2021-2022, just as it was in FY 2020-2021.
- In May 2018, the citizens of the Town of Prosper voted to abolish the 0.50% sales and use tax revenue for property tax relief and replaced it with the creation of two Public Safety Special Purpose Districts. The Crime Control and Prevention District and the Fire Control, Prevention and Emergency Medical Services District each collect 0.25% of sales and use tax to provide a minimum level of dedicated funding. Each district is reported as a special revenue fund and sales and use tax is the only source of revenue in these funds.
- Licenses, Fees and Permit Revenues are projected at \$5,068,480. The FY 2021-2022 Budget reflects new residential and non-residential construction, and it is assumed the Town will issue at least 650 new residential permits in the coming year.
- Licenses and Franchise Fees are projected to rise with population. Municipal Court fines are projected to remain steady in FY 2021-2022.

- Revenues for the Water, Sewer, and Solid Waste Fund are expected to increase to \$30,454,854 (increase of 24.28%). This increase is due to a one-time reimbursement from TXDOT in the amount of \$3.8M for a relocation project. The Town of Prosper along with other surrounding municipalities' purchases treated surface water from the NTMWD. The FY 2021-2022 proposed budget reflects increased water consumption due to growth and customer demand. Rates from NTMWD will remain the same at \$3.04 per 1,000 gallons for FY 2021-2022.
- The Town will be coming up on its third annual renewal for solid waste collection and recycling services with Community Waste Disposal (CWD) in February 2022. Staff will be reviewing the annual rate adjustment as outlined in the franchise agreement with CWD as it relates to CPI, fuel, and disposal rate adjustments. The Storm Drainage rates will remain the same. The last increase in Storm Drainage rates was implemented in FY 2017-2018's budget.

Appropriated Budget Highlights

The adopted budget addressed increased service levels in response to continued growth, provided required or money-saving capital investments in infrastructure, included other public improvements, as well as additional public safety resources. The Town has continued to thrive despite current national economic conditions.

Compensation and Benefits

- ✓ A market comparison study was conducted in FY 2020-21 and market adjustments were included in the budget.
- ✓ Sworn Fire and Police personnel are on a step plan which reflects a 3% increase in the program.
- ✓ Civilian pay is based on a merit program with an average increase of 3%.
- ✓ The Town's TMRS 2022 contribution rate increased from 13.74% to 14.25% with the funded ratio increasing from 85.5% in the previous year to 86.1%.
- ✓ This is the fifth year of the Town being self-funded for health benefits.
- ✓ The Town continues to offer both PPO and high deductible health care plans.

Approved total of 34.5 full time employees to be added to the Town's workforce with fourteen in public safety, three full time and three part-time in administration, five full time and one part-time in development and engineering services, five full time in public works, five full time in parks and one part-time in library.

Program enhancements and capital expenditures included in the adopted appropriations and planned for FY 2021-2022 are as follows:

Police Operations & Dispatch

Four Police Officers and one Detective are approved to be added in fiscal year 2021-2022. Covered parking for the newly constructed Public Safety facility opened in the fall of 2020 is also included in the fiscal year 2021-2022 budget.

Fire, EMS & Fire Marshall

Six Firefighter/Paramedics are added in fiscal year 2021-2022 to replace fifteen current part-time positions. Three additional Firefighter/Paramedics are also added in fiscal year 2021-2022. Additional funding for medical equipment replacements and air cylinder and self-contained breathing apparatus replacements are also included in the Fire Department budget.

Development Services

Two Building Inspectors are added in fiscal year 2021-2022.

Administrative Services

A Grants Administrator has been added in fiscal year 2021-2022. Funding has been included for a redesign of the Town website.

Water/Wastewater

The budget included funding four full time staff for the Water and Wastewater fund. The major program enhancements and capital item expenses budgeted in FY 2021-2022 include a facility needs assessment, lift station odor control, and increased costs associated with the purchase of water and management of wastewater for growth.

The following items have also been incorporated into the FY 2021-2022 Adopted Budget:

- Continued partnerships with local entities have produced multiple saving opportunities for shared services or improving our customer service to residents and visitors alike. Interlocal agreements with PISD to access their fueling facility and parking access to the new Prosper ISD stadium. The Town renewed its agreements, along with several area cities, with Collin County for animal control and sheltering service. The Town continues an interlocal agreement with the City of Frisco for Police and Fire Departments to access their radio system. The Town participates in a three-way interlocal agreement for landscape service for 380 medians with the City of McKinney, and the City of Frisco and a three-way interlocal agreement for Frontier Parkway BNSF overpass with Collin County and the City of Celina.
- The adopted budget accomplishes Council goals to expand services and competitively compensate staff while reducing the tax rate. The budget also included a future five-year financial plan to help manage the decisions made for the next fiscal years and the impact it has on future fiscal responsibilities. The Town's budget addresses the current and future growth and infrastructure expansion demands while recognizing the needs of its residents. These factors were considered in preparing the Town of Prosper's budget for FY 2021-2022.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the Town's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Town Manager, P.O. Box 307, Prosper, Texas 75078.



BASIC FINANCIAL STATEMENTS

TOWN OF PROSPER, TEXAS

Item 13.

STATEMENT OF NET POSITION

SEPTEMBER 30, 2021

	Primary Government			Component
	Governmental Activities	Business-Type Activities	Total	Unit Prosper EDC
ASSETS				
Cash and cash equivalents	\$ 11,075,876	\$ 4,822,553	\$ 15,898,429	\$ 8,935,531
Investments	17,185,784	6,878,430	24,064,214	500,440
Taxes receivable, net	3,017,880	-	3,017,880	795,938
Receivables, net	2,899,431	3,550,965	6,450,396	-
Accrued interest	57,776	28,333	86,109	1,240
Inventory	56,812	900,466	957,278	-
Prepays	41,495	266	41,761	-
Restricted assets:				
Restricted cash	29,989,875	6,807,336	36,797,211	-
Restricted investments	50,123,133	9,129,352	59,252,485	-
Capital assets not being depreciated:				
Land	30,775,990	1,883,521	32,659,511	2,573,668
Construction in progress	48,046,735	26,410,338	74,457,073	-
Capital assets net of accumulated depreciation:				
Buildings and improvements	60,620,180	109,200	60,729,380	-
Equipment	11,015,204	1,128,971	12,144,175	-
Intangible assets	-	14,173,375	14,173,375	-
Infrastructure	143,233,418	137,400,119	280,633,537	-
Total Assets	<u>408,139,589</u>	<u>213,223,225</u>	<u>621,362,814</u>	<u>12,806,817</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	758,260	175,085	933,345	-
Deferred outflows of resources related to pensions	<u>2,882,673</u>	<u>448,982</u>	<u>3,331,655</u>	<u>69,728</u>
Total Deferred Outflows of Resources	<u>3,640,933</u>	<u>624,067</u>	<u>4,265,000</u>	<u>69,728</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF PROSPER, TEXAS

Item 13.

STATEMENT OF NET POSITION

SEPTEMBER 30, 2021

	Primary Government			Component Unit
	Governmental Activities	Business-Type Activities	Total	Prosper EDC
LIABILITIES				
Accounts payable	\$ 6,324,899	\$ 3,012,205	\$ 9,337,104	\$ 32,234
Retainage payable	493,592	509,632	1,003,224	-
Accrued interest payable	1,057,460	317,847	1,375,307	-
Unearned revenue	3,045,165	-	3,045,165	-
Customer deposits and escrow payable	4,611,400	120,000	4,731,400	-
Noncurrent liabilities:				
Due within one year				
Long-term debt	6,601,672	2,661,070	9,262,742	10,014
Due in more than one year				
Long-term debt	134,622,962	34,661,288	169,284,250	30,041
Net pension liability	<u>3,180,755</u>	<u>495,409</u>	<u>3,676,164</u>	<u>76,939</u>
Total Liabilities	<u>159,937,905</u>	<u>41,777,451</u>	<u>201,715,356</u>	<u>149,228</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows of resources related to pensions	<u>597,875</u>	<u>93,120</u>	<u>690,995</u>	<u>14,462</u>
Total Deferred Inflows of Resources	<u>597,875</u>	<u>93,120</u>	<u>690,995</u>	<u>14,462</u>
NET POSITION				
Net investment in capital assets	211,505,986	147,067,244	358,573,230	2,573,668
Restricted for:				
Debt service	1,643,520	-	1,643,520	-
Courts	47,081	-	47,081	-
Fire	426,938	-	426,938	-
Police	601,805	-	601,805	-
Grants	3,145	-	3,145	-
Parks	2,894,711	-	2,894,711	-
Other	613,870	-	613,870	-
Economic development	-	-	-	10,139,187
Unrestricted	<u>33,507,686</u>	<u>24,909,477</u>	<u>58,417,163</u>	<u>-</u>
Total Net Position	<u>\$ 251,244,742</u>	<u>\$ 171,976,721</u>	<u>\$ 423,221,463</u>	<u>\$ 12,712,855</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF PROSPER, TEXAS

Item 13.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary government:				
Governmental activities:				
Administration	\$ 8,616,814	\$ 2,012,896	\$ 1,801,738	\$ -
Police	7,197,976	70,063	111,904	-
Fire	9,770,846	1,290,782	564,265	-
Development Services	3,621,626	6,818,530	-	-
Public Works	9,924,184	9,252,085	-	39,157,187
Community Services	5,852,407	412,965	10,020	460,528
Engineering	1,899,366	-	-	-
Interest and fiscal charges	3,690,827	-	-	-
Total governmental activities	<u>50,574,046</u>	<u>19,857,321</u>	<u>2,487,927</u>	<u>39,617,715</u>
Business-type activities:				
Water and sewer	25,838,787	25,920,592	7,733	21,163,395
Storm drainage	1,641,540	746,011	-	9,848,944
Total business-type activities	<u>27,480,327</u>	<u>26,666,603</u>	<u>7,733</u>	<u>31,012,339</u>
Total Primary Government	<u>\$ 78,054,373</u>	<u>\$ 46,523,924</u>	<u>\$ 2,495,660</u>	<u>\$ 70,630,054</u>
Component unit:				
Prosper Economic Development	<u>\$ 1,262,846</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

General Revenues:

 Property taxes

 Sales and use taxes

 Franchise taxes

 Unrestricted investment earnings

 Miscellaneous revenue

Transfers

 Total general revenues and transfers

Special item

Change in Net Position

Net Position - Beginning

Prior Period Adjustment

Net Position - Ending

Net (Expense) Revenue and Changes in Net Position			Component
Primary Government			Unit
Governmental Activities	Business-Type Activities	Total	Prosper Economic Development
\$(4,802,180)	\$ -	\$(4,802,180)	\$ -
(7,016,009)	-	(7,016,009)	-
(7,915,799)	-	(7,915,799)	-
3,196,904	-	3,196,904	-
38,485,088	-	38,485,088	-
(4,968,894)	-	(4,968,894)	-
(1,899,366)	-	(1,899,366)	-
(3,690,827)	-	(3,690,827)	-
<u>11,388,917</u>	<u>-</u>	<u>11,388,917</u>	<u>-</u>
-	21,252,933	-	-
-	<u>8,953,415</u>	<u>8,953,415</u>	-
-	<u>30,206,348</u>	<u>30,206,348</u>	-
<u>\$ 11,388,917</u>	<u>\$ 30,206,348</u>	<u>\$ 41,595,265</u>	<u>\$ -</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$(1,262,846)</u>
26,864,570	-	26,864,570	-
13,956,904	-	13,956,904	3,873,246
1,961,514	-	1,961,514	-
250,286	65,190	315,476	35,992
205,959	494,860	700,819	22,500
892,063	(892,063)	-	-
<u>44,131,296</u>	<u>(332,013)</u>	<u>43,799,283</u>	<u>3,931,738</u>
<u>1,500,000</u>	<u>-</u>	<u>1,500,000</u>	<u>-</u>
<u>57,020,213</u>	<u>29,874,335</u>	<u>86,894,548</u>	<u>2,668,892</u>
<u>193,763,033</u>	<u>142,563,882</u>	<u>336,326,915</u>	<u>10,043,963</u>
<u>461,496</u>	<u>(461,496)</u>	<u>-</u>	<u>-</u>
<u>\$ 251,244,742</u>	<u>\$ 171,976,721</u>	<u>\$ 423,221,463</u>	<u>\$ 12,712,855</u>

TOWN OF PROSPER, TEXAS

Item 13.

BALANCE SHEET - GOVERNMENTAL FUNDS

SEPTEMBER 30, 2021

	<u>General Fund</u>	<u>Impact Fees</u>	<u>Debt Service Fund</u>
ASSETS			
Cash and cash equivalents	\$ 7,931,808	\$ 4,279,446	\$ 1,032,220
Investments	12,340,568	6,659,669	1,606,340
Taxes receivable (net)	1,833,354	-	60,892
Accounts receivable (net)	1,270,151	-	-
Accrued interest	21,842	11,787	2,843
Inventory	56,812	-	-
Prepaid items	41,495	-	-
Total assets	<u>23,496,030</u>	<u>10,950,902</u>	<u>2,702,295</u>
LIABILITIES			
Liabilities			
Accounts payable and accrued expenses	2,926,838	272,029	1,300
Unearned revenue	-	-	-
Retainage payable	640	-	-
Escrow payable	-	-	-
Total liabilities	<u>2,927,478</u>	<u>272,029</u>	<u>1,300</u>
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue:			
Property taxes	145,746	-	60,892
Fines and fees	29,511	-	-
Grants	150,475	-	-
Interest	113	61	15
Total deferred inflows of resources	<u>325,845</u>	<u>61</u>	<u>60,907</u>
FUND BALANCES			
Nonspendable for:			
Prepaid items	41,495	-	-
Restricted for:			
Debt service	-	-	2,640,088
Capital projects	-	10,678,812	-
Courts	-	-	-
Police	-	-	-
Fire	-	-	-
Grants	-	-	-
Parks	-	-	-
Other	-	-	-
Committed for:			
Contingency reserve	6,127,144	-	-
Assigned for:			
Next year's budget: appropriation of fund balance	3,844,940	-	-
Unassigned	10,229,128	-	-
Total fund balances	<u>20,242,707</u>	<u>10,678,812</u>	<u>2,640,088</u>
 Total liabilities, deferred inflows of resources, and fund balances	 <u>\$ 23,496,030</u>	 <u>\$ 10,950,902</u>	 <u>\$ 2,702,295</u>

The accompanying notes are an integral part of these financial statements.

Capital Projects Fund	Escrow Fund	ARPA Fund	Nonmajor Governmental Funds	Total Governmental Funds
\$ 20,668,184	\$ 1,802,023	\$ 1,191,205	\$ 2,208,002	\$ 39,112,888
35,611,653	2,809,377	1,857,105	3,436,094	64,320,806
-	-	-	1,123,634	3,017,880
1,582,036	-	-	7,678	2,859,865
9,932	-	-	6,083	52,487
-	-	-	-	56,812
-	-	-	-	41,495
<u>57,871,805</u>	<u>4,611,400</u>	<u>3,048,310</u>	<u>6,781,491</u>	<u>109,462,233</u>
1,985,006	-	-	683,450	5,868,623
-	-	3,045,165	-	3,045,165
475,013	-	-	17,939	493,592
-	4,611,400	-	-	4,611,400
<u>2,460,019</u>	<u>4,611,400</u>	<u>3,045,165</u>	<u>701,389</u>	<u>14,018,780</u>
-	-	-	-	206,638
-	-	-	-	29,511
-	-	-	-	150,475
51	-	-	30	270
<u>51</u>	<u>-</u>	<u>-</u>	<u>30</u>	<u>386,894</u>
-	-	-	-	41,495
-	-	-	-	2,640,088
55,411,735	-	-	1,495,667	67,586,214
-	-	-	47,081	47,081
-	-	-	601,805	601,805
-	-	-	426,938	426,938
-	-	3,145	-	3,145
-	-	-	2,894,711	2,894,711
-	-	-	613,870	613,870
-	-	-	-	6,127,144
-	-	-	-	3,844,940
-	-	-	-	10,229,128
<u>55,411,735</u>	<u>-</u>	<u>3,145</u>	<u>6,080,072</u>	<u>95,056,559</u>
\$ <u>57,871,805</u>	\$ <u>4,611,400</u>	\$ <u>3,048,310</u>	\$ <u>6,781,491</u>	\$ <u>109,462,233</u>



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TOWN OF PROSPER, TEXAS

Item 13.

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION**

SEPTEMBER 30, 2021

Total Fund Balances - Governmental Funds	\$ 95,056,559
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the governmental funds balance sheet.	290,335,175
Bonds payable and accrued compensated absences will not be liquidated with current financial resources and therefore have not been included in the fund financial statements.	(129,637,042)
Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due.	(1,057,460)
Premiums on bond issuances and deferred losses on bond refunding are recorded as other financing sources and uses when paid in the fund financial statements but are capitalized and amortized in the government-wide financial statements over the life of the bonds.	
Premiums	(11,587,592)
Deferred loss	758,260
Receivables from property taxes and fines and fees are not available soon enough to pay for the current period's expenditures and are, therefore, deferred in the fund financial statements.	386,894
Included in the items related to debt is the recognition of the Town's proportionate share of the net pension liability and related deferred outflows and inflows of resources. The net effect is to decrease net position.	
Net pension liability	(3,180,755)
Deferred outflows related to pensions	2,882,673
Deferred inflows related to pensions	(597,875)
The Town uses an internal service fund to charge the costs of the medical program and the vehicle and equipment replacement program to appropriate departments in other funds. The assets and liabilities of the internal service fund are included in the governmental activities in the statement of net position. The net effect is to increase net position.	<u>7,885,905</u>
Net Position of Governmental Activities	\$ <u>251,244,742</u>

TOWN OF PROSPER, TEXAS

Item 13.

STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	General Fund	Impact Fees	Debt Service Fund
REVENUES			
Taxes:			
Property	\$ 18,547,272	\$ -	\$ 7,690,750
Sales	8,313,558	-	-
Franchise	1,961,514	-	-
Licenses and permits	8,145,948	-	-
Charges for services	1,190,040	-	-
Impact fees	-	8,279,540	-
Escrow income	-	-	-
Grants	676,169	-	-
Investment income	112,301	44,100	24,381
Fines, fees, warrants, and seizures	279,543	-	-
Park fees	410,583	-	-
Contributions	-	-	-
Miscellaneous	195,334	-	-
Total Revenues	<u>39,832,262</u>	<u>8,323,640</u>	<u>7,715,131</u>
EXPENDITURES			
Current:			
Administration	6,484,378	-	-
Police	4,747,282	-	-
Fire	7,107,648	-	-
Development Services	3,580,068	-	-
Public Works	2,567,404	2,417,255	-
Community Services	4,266,732	-	-
Engineering	1,882,206	-	-
Capital outlay	-	-	-
Debt service:			
Principal	-	-	4,275,377
Interest and fiscal charges	-	-	3,404,363
Bond issue costs and fees	-	-	14,670
Total Expenditures	<u>30,635,718</u>	<u>2,417,255</u>	<u>7,694,410</u>
Excess (Deficiency) of Revenues Over Expenditures	9,196,544	5,906,385	20,721
OTHER FINANCING SOURCES (USES)			
Issuance of debt	-	-	-
Premium on issuance of bonds	-	-	-
Transfers in	1,071,820	-	-
Transfers out	(3,948,889)	(320,025)	-
Total Other Financing Sources (Uses)	<u>(2,877,069)</u>	<u>(320,025)</u>	<u>-</u>
SPECIAL ITEMS			
Litigation settlement	-	-	-
Total special items	<u>-</u>	<u>-</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	6,319,475	5,586,360	20,721
FUND BALANCES - BEGINNING	13,923,232	5,092,452	2,619,367
PRIOR PERIOD ADJUSTMENTS	-	-	-
FUND BALANCES, BEGINNING, RESTATED	<u>13,923,232</u>	<u>5,092,452</u>	<u>2,619,367</u>
FUND BALANCES - ENDING	<u>\$ 20,242,707</u>	<u>\$ 10,678,812</u>	<u>\$ 2,640,088</u>

The accompanying notes are an integral part of these financial statements.

Capital Projects Fund	Escrow Fund	ARPA Fund	Nonmajor Governmental Funds	Total Governmental Funds
\$ -	\$ -	\$ -	\$ 622,636	\$ 26,860,658
-	-	-	5,643,346	13,956,904
-	-	-	-	1,961,514
-	-	-	-	8,145,948
-	-	-	-	1,190,040
-	-	-	962,724	9,242,264
-	579,713	-	-	579,713
82,036	-	-	1,919,369	2,677,574
31,220	-	3,145	23,316	238,463
-	-	-	21,170	300,713
-	-	-	-	410,583
-	-	-	525,685	525,685
79,338	-	-	3,111	277,783
<u>192,594</u>	<u>579,713</u>	<u>3,145</u>	<u>9,721,357</u>	<u>66,367,842</u>
-	-	-	3,616,053	10,100,431
-	-	-	2,065,434	6,812,716
-	-	-	1,974,333	9,081,981
-	-	-	-	3,580,068
-	-	-	-	4,984,659
-	-	-	815,066	5,081,798
-	-	-	-	1,882,206
19,313,158	-	-	-	19,313,158
-	-	-	-	4,275,377
-	-	-	-	3,404,363
469,489	-	-	-	484,159
<u>19,782,647</u>	<u>-</u>	<u>-</u>	<u>8,470,886</u>	<u>69,000,916</u>
(19,590,053)	579,713	3,145	1,250,471	(2,633,074)
43,110,000	-	-	-	43,110,000
4,684,489	-	-	-	4,684,489
4,933,178	-	-	392,217	6,397,215
(571,974)	(664,264)	-	-	(5,505,152)
<u>52,155,693</u>	<u>(664,264)</u>	<u>-</u>	<u>392,217</u>	<u>48,686,552</u>
1,500,000	-	-	-	1,500,000
<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,500,000</u>
34,065,640	(84,551)	3,145	1,642,688	47,553,478
21,346,095	84,551	-	3,975,888	47,041,585
-	-	-	461,496	461,496
<u>21,346,095</u>	<u>84,551</u>	<u>-</u>	<u>4,437,384</u>	<u>47,503,081</u>
\$ <u>55,411,735</u>	\$ <u>-</u>	\$ <u>3,145</u>	\$ <u>6,080,072</u>	\$ <u>95,056,559</u>

TOWN OF PROSPER, TEXAS

Item 13.

RECONCILIATION OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Net Changes in Fund Balances - Governmental Funds	\$ 47,553,478
Amounts reported for governmental activities in the statement of activities are	
Governmental funds report capital outlays as expenditures. However, in the statement of activities that cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. The net effect of miscellaneous transactions involving capital assets (i.e., sales, trade-ins, or donations) to net position.	
Capital outlay	22,546,912
Depreciation expense	(8,730,882)
Loss on sale of assets	(1,879)
Governmental funds do not recognize assets contributed by others. However, in the statement of activities, the fair market value of those assets are recognized as revenue then allocated over their estimated useful lives and reported as depreciation expense.	38,950,271
The issuance of long-term debt (e.g. bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas the amounts are deferred and amortized in the Statement of Activities.	
Issuance of debt	(43,110,000)
Repayment of principal of long-term debt	4,798,049
Amortization of:	
Premium on bond issuance	(4,684,489)
Loss on refunding	(61,869)
Current year changes in certain long-term liabilities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	
Compensated absences	(234,903)
Net pension liability	81,234
Interest payable on long-term debt is accrued in the government-wide financial statements, whereas in the fund financial statements, interest expenditures are reported when due. The increase in interest accrual decreases net position.	
	(263,108)
The Town uses an internal service fund to charge the costs of the medical program and the vehicle and equipment replacement program to the appropriate departments in other funds. The change in net position of the internal service fund is reported with governmental activities.	
	305,160
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.	
	(127,761)
Change in Net Position of Governmental Activities	\$ <u>57,020,213</u>

TOWN OF PROSPER, TEXAS

Item 13.

STATEMENT OF NET POSITION - PROPRIETARY FUNDS

SEPTEMBER 30, 2021

	Enterprise Funds			Governmental Activities
	Water and Sewer Fund	Stormwater Drainage	Total Enterprise Fund	Internal Service Funds
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 4,541,452	\$ 281,101	\$ 4,822,553	\$ 1,952,863
Investments	6,440,980	437,450	6,878,430	2,988,111
Receivables, net	3,442,568	108,397	3,550,965	39,566
Accrued interest	27,559	774	28,333	5,289
Inventory	900,466	-	900,466	-
Prepays	266	-	266	-
Total current assets	<u>15,353,291</u>	<u>827,722</u>	<u>16,181,013</u>	<u>4,985,829</u>
Noncurrent assets:				
Restricted cash and cash equivalents	6,714,832	92,504	6,807,336	-
Restricted investments	9,129,352	-	9,129,352	-
Capital assets:				
Nondepreciable	26,414,732	1,879,127	28,293,859	-
Depreciable, net	<u>108,158,847</u>	<u>44,652,818</u>	<u>152,811,665</u>	<u>3,356,352</u>
Total noncurrent assets	<u>150,417,763</u>	<u>46,624,449</u>	<u>197,042,212</u>	<u>3,356,352</u>
Total assets	<u>165,771,054</u>	<u>47,452,171</u>	<u>213,223,225</u>	<u>8,342,181</u>
DEFERRED OUTFLOWS OF RESOURCES				
Deferred charge on refunding	175,085	-	175,085	-
Deferred outflows related to pensions	<u>425,853</u>	<u>23,129</u>	<u>448,982</u>	<u>-</u>
Total deferred outflows of resources	<u>600,938</u>	<u>23,129</u>	<u>624,067</u>	<u>-</u>
LIABILITIES				
Current liabilities:				
Accounts payable and accrued expenses	3,001,269	10,936	3,012,205	456,276
Retainage payable	509,632	-	509,632	-
Accrued interest payable	296,021	21,826	317,847	-
Customer deposits and escrow payable	120,000	-	120,000	-
Current portion of long-term liabilities:				
Compensated absences	55,084	2,409	57,493	-
Bonds payable	<u>2,443,977</u>	<u>159,600</u>	<u>2,603,577</u>	<u>-</u>
Total current liabilities	<u>6,425,983</u>	<u>194,771</u>	<u>6,620,754</u>	<u>456,276</u>
Noncurrent liabilities:				
Compensated absences	165,251	10,262	175,513	-
Bonds payable	32,204,978	2,280,797	34,485,775	-
Net pension liability	<u>469,888</u>	<u>25,521</u>	<u>495,409</u>	<u>-</u>
Total noncurrent liabilities	<u>32,840,117</u>	<u>2,316,580</u>	<u>35,156,697</u>	<u>-</u>
Total liabilities	<u>39,266,100</u>	<u>2,511,351</u>	<u>41,777,451</u>	<u>456,276</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows - pensions	<u>88,323</u>	<u>4,797</u>	<u>93,120</u>	<u>-</u>
Total deferred inflows of resources	<u>88,323</u>	<u>4,797</u>	<u>93,120</u>	<u>-</u>
NET POSITION				
Net investment in capital assets	102,883,192	44,184,052	147,067,244	3,356,352
Unrestricted	<u>24,134,377</u>	<u>775,100</u>	<u>24,909,477</u>	<u>4,529,553</u>
Total net position	<u>\$ 127,017,569</u>	<u>\$ 44,959,152</u>	<u>\$ 171,976,721</u>	<u>\$ 7,885,905</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF PROSPER, TEXAS

Item 13.

**STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN FUND NET POSITION - PROPRIETARY FUNDS**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Enterprise Funds			Governmental Activities
	Water and Sewer	Stormwater Drainage	Total Enterprise Funds	Internal Service Funds
OPERATING REVENUES				
Charges for services:				
Water and sewer charges	\$ 22,179,362	\$ -	\$ 22,179,362	\$ -
Sanitation charges	1,701,530	-	1,701,530	-
Storm drainage utility fees	-	746,011	746,011	-
Water and sewer connections	1,919,515	-	1,919,515	-
Service initiation	120,185	-	120,185	-
Health charges	-	-	-	3,233,653
Equipment replacement	-	-	-	812,273
Miscellaneous	494,860	-	494,860	463,461
Total operating revenues	<u>26,415,452</u>	<u>746,011</u>	<u>27,161,463</u>	<u>4,509,387</u>
OPERATING EXPENSES				
Personnel services	3,311,903	156,975	3,468,878	-
Materials and supplies	817,599	8,382	825,981	36,377
Contractual services	6,091,910	-	6,091,910	130,400
Water purchases	7,157,267	-	7,157,267	-
Employee health insurance	-	-	-	3,448,426
Other operating costs	1,863,426	18,585	1,882,011	14,137
Depreciation and amortization	<u>3,595,882</u>	<u>1,372,743</u>	<u>4,968,625</u>	<u>561,545</u>
Total operating costs	<u>22,837,987</u>	<u>1,556,685</u>	<u>24,394,672</u>	<u>4,190,885</u>
Operating income (loss)	<u>3,577,465</u>	<u>(810,674)</u>	<u>2,766,791</u>	<u>318,502</u>
NON-OPERATING REVENUES (EXPENSES)				
Grants	7,733	-	7,733	-
Investment income	61,331	3,859	65,190	11,844
Loss on disposal of property	-	-	-	(25,186)
Interest expense	(1,184,165)	(84,855)	(1,269,020)	-
Developer payments	(1,815,885)	-	(1,815,885)	-
Bond fees	(750)	-	(750)	-
Total non-operating revenues (expenses)	<u>(2,931,736)</u>	<u>(80,996)</u>	<u>(3,012,732)</u>	<u>(13,342)</u>
Income (loss) before contributions and transfers	<u>645,729</u>	<u>(891,670)</u>	<u>(245,941)</u>	<u>305,160</u>
CONTRIBUTIONS AND TRANSFERS				
Capital contributions	12,563,789	9,848,944	22,412,733	-
Capital contributions - impact fees	8,599,606	-	8,599,606	-
Transfers in	678,484	693,327	1,371,811	-
Transfers out	(1,666,304)	(597,570)	(2,263,874)	-
Total contributions and transfers	<u>20,175,575</u>	<u>9,944,701</u>	<u>30,120,276</u>	<u>-</u>
CHANGE IN NET POSITION	<u>20,821,304</u>	<u>9,053,031</u>	<u>29,874,335</u>	<u>305,160</u>
NET POSITION - BEGINNING	<u>106,657,761</u>	<u>35,906,121</u>	<u>142,563,882</u>	<u>7,580,745</u>
PRIOR PERIOD ADJUSTMENTS	<u>(461,496)</u>	<u>-</u>	<u>(461,496)</u>	<u>-</u>
FUND BALANCES, BEGINNING, RESTATED	<u>106,196,265</u>	<u>35,906,121</u>	<u>142,102,386</u>	<u>7,580,745</u>
NET POSITION - END OF YEAR	<u>\$ 127,017,569</u>	<u>\$ 44,959,152</u>	<u>\$ 171,976,721</u>	<u>\$ 7,885,905</u>

The accompanying notes are an integral part of these financial statements.

TOWN OF PROSPER, TEXAS

Item 13.

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Enterprise Funds			Governmental Activities
	Water and Sewer Fund	Stormwater Drainage	Total Enterprise	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from customers and users	\$ 26,145,800	\$ 742,563	\$ 26,888,363	\$ 4,499,921
Cash payment to suppliers for goods and services	(17,340,630)	(21,284)	(17,361,914)	(45,568)
Cash payments for health expense	-	-	-	(3,502,526)
Cash payments to employees for services	(3,329,290)	(159,291)	(3,488,581)	-
Net cash provided by operating activities	<u>5,475,880</u>	<u>561,988</u>	<u>6,037,868</u>	<u>951,827</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Cash received from other governments	7,733	-	7,733	-
Transfers to other funds	(1,666,304)	(597,570)	(2,263,874)	-
Transfers from other funds	<u>678,484</u>	<u>693,327</u>	<u>1,371,811</u>	-
Net cash provided (used) by noncapital financing activities	<u>(980,087)</u>	<u>95,757</u>	<u>(884,330)</u>	-
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES				
Principal paid on bonds	(2,332,573)	(147,050)	(2,479,623)	-
Acquisition and construction of capital assets	(4,300,568)	(729,835)	(5,030,403)	(698,080)
Interest paid on bonds	(1,346,105)	(97,375)	(1,443,480)	-
Developer payments	(1,815,885)	-	(1,815,885)	-
Impact fees received	<u>8,138,110</u>	<u>-</u>	<u>8,138,110</u>	-
Net cash provided (used) by capital and related financing activities	<u>(1,657,021)</u>	<u>(974,260)</u>	<u>(2,631,281)</u>	<u>(698,080)</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Investment purchases	(3,536,302)	(137,138)	(3,673,440)	(305,927)
Interest on deposits and investments	<u>189,956</u>	<u>9,329</u>	<u>199,285</u>	<u>51,463</u>
Net cash provided by (used in) investing activities	<u>(3,346,346)</u>	<u>(127,809)</u>	<u>(3,474,155)</u>	<u>(254,464)</u>
Net (decrease) increase in cash and cash equivalents	(507,574)	(444,324)	(951,898)	(717)
Cash and cash equivalents at beginning of year	<u>11,763,858</u>	<u>817,929</u>	<u>12,581,787</u>	<u>1,953,580</u>
Cash and cash equivalents at end of year	<u>11,256,284</u>	<u>373,605</u>	<u>11,629,889</u>	<u>1,952,863</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES				
Operating income (loss)	\$ 3,577,465	\$(810,674)	\$ 2,766,791	\$ 318,502
Adjustments to reconcile operating income to net cash provided by operating activities:				
Depreciation and amortization	3,595,882	1,372,743	4,968,625	561,545
Decrease (increase) in accounts receivable	(308,653)	(3,448)	(312,101)	(9,466)
Decrease (increase) in inventory	(417,474)	-	(417,474)	-
Decrease (increase) in prepaid	-	-	-	4,946
Increase (decrease) in deferred outflows related to pensions	(53,879)	(2,401)	(56,280)	-
Increase (decrease) in accounts payable	(992,954)	5,683	(987,271)	76,300
Increase (decrease) in accrued liabilities	(23,342)	(1,167)	(24,509)	-
Increase (decrease) in net pension liability	51,760	2,811	54,571	-
Increase (decrease) in deferred inflows	(13,048)	(1,691)	(14,739)	-
Increase (decrease) in compensated absences	21,122	132	21,254	-
Increase (decrease) in customer deposits	<u>39,001</u>	<u>-</u>	<u>39,001</u>	<u>-</u>
Net cash provided by operating activities	<u>\$ 5,475,880</u>	<u>\$ 561,988</u>	<u>\$ 6,037,868</u>	<u>\$ 951,827</u>
SCHEDULE OF NON-CASH CAPITAL ACTIVITIES				
Contributions of capital assets	<u>12,563,789</u>	<u>9,848,944</u>	<u>22,412,733</u>	-

The accompanying notes are an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Town of Prosper have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The more significant of the Town's accounting policies are described below.

A. Reporting Entity

The Town is a municipal corporation governed by an elected seven-member council. As required by accounting principles generally accepted in the United States of America, these financial statements present the Town and its component unit entity for which the Town is considered to be financially accountable.

Discretely Presented Component Unit

The Prosper Economic Development Corporation (PEDC) serves all citizens of the Town and is governed by a board appointed by the Town's elected council. The Town and the PEDC board work in tandem in determining desirable and eligible economic development projects; however, since the PEDC board members serve at the pleasure of the Town Council, the Town Council is ultimately responsible for economic development projects undertaken by the Town. The scope of public service of the PEDC benefits the Town and its citizens and is operated primarily within the geographic boundaries of the Town. The PEDC is presented as a discretely presented component unit because the governing body is not identical to the governing body of the Town, the PEDC does not solely serve the Town, and the Town has the ability to impose its will on the PEDC. Complete financial statements for the PEDC may be obtained at the entity's administration office, Prosper Economic Development Corporation, P.O. Box 1060, Prosper, Texas 75078.

Blended Component Units

On May 5, 2018, eligible voters approved the adoption of the Crime Control and Fire Prevention District sales and use tax at the rate of .25%. The purpose for creation of the special purpose districts was to finance public safety expenses in the districts, under the authority of Chapter 363 of the Texas Local Government Code. For reporting purposes, the special purpose districts are blended component units of the Town. The governing board of the blended component unit is substantively the same as the Town's governing body. The Council approves recommendations from the Board regarding administration, management, and operation of the districts, and Town's management has operational responsibility for the entities. The special purpose districts are reported as governmental funds and separate financial reports are available from the City's finance department.

B. Government-wide and Fund Financial Statements

The government-wide financial statements (i.e. the statement of net position and the statement of activities) report information on activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to significant extent on fees and charges for support. Likewise, the *primary government* is reported separately from a certain legally separate *component unit* for which the primary government is financially accountable. The Fiduciary fund and any fiduciary activities of the Town are not included in these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

C. **Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, franchise taxes, licenses, and interest income associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

The Town reports the following major governmental funds:

The **General Fund** is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The **Impact Fee Fund**, a special revenue fund, accounts for revenues that are legally restricted for particular purposes. This fund is used to account for activity related to impact fees.

The **Debt Service Fund** accounts for the resources accumulated and payments made for principal and interest on long-term obligation debt of governmental funds.

The **Capital Projects Fund** accounts for the acquisition of capital assets or construction of major capital projects not being financed by proprietary funds.

The **Escrow Fund**, a special revenue fund, accounts for escrow deposits received from developers.

The **ARPA Fund**, The American Rescue Plan Act (ARPA) was passed by Congress and signed into law on March 11, 2021. This fund is used to account for grant funds awarded and expenditures related to ARPA for a wastewater infrastructure project.

The Town reports the following major proprietary funds:

The **Water and Sewer Fund**, an enterprise fund, is used to account for those operations that are financed and operated in a manner similar to private business or where the council has decided that the determination of revenues earned, costs incurred and/or net income is necessary for management accountability. The Town's water and sewer fund is used to account for water, sewer and sanitation operations.

The **Stormwater Drainage Fund**, an enterprise fund, is used to account for the Town's stormwater drainage utility operations.

The Town reports two internal service funds:

The **Internal Service Funds** are used to accumulate and allocate costs internally among the Town's various functions. The Town uses its Internal Service Funds to account for its vehicle and equipment replacement program and employee medical program as well as to facilitate distribution of support costs to the users of support services on a cost-reimbursement basis. Because these services predominately benefit the governmental rather than the business-type functions, they have been included within governmental activities in the government-wide financial statements.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are general and administrative fees, street rental fees and other charges between the Town's water and sewer function and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned. Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. The proprietary funds also recognize as operating revenue the portion of tap fees intended to recover the cost of connecting new customers to the system. Operating expenses for proprietary funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

D. Deposits and Investments

For purposes of the statement of cash flows, cash and cash equivalents include cash on hand, demand deposits, and short-term investments with a maturity date within three months of the date acquired by the Town.

E. Short-Term Interfund Receivables/Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" or "due to other funds" on the balance sheet. Short-term interfund loans are classified as "interfund receivables/payables."

F. Inventories and Prepaid Items

All inventories are valued at cost using the first-in/first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased. Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

G. Restricted Assets

Certain resources set aside for the repayment of bonds are classified as restricted assets on the balance sheet because their use is limited by applicable bond covenants. Also included in restricted assets are capital recovery fees (impact fees) that are, by law, restricted for future capital improvements; and assets set aside for construction of future debt funded capital improvements. When the Town incurs an expense for which it may use either restricted or unrestricted assets, it uses the restricted assets first.

H. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Town has the following items that qualify for reporting in this category:

- Deferred charges on refunding – A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- Pension contributions after measurement date – These contributions are deferred and recognized in the following fiscal year.
- Difference in expected and actual economic experience for the Town's pension – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Changes in actuarial assumptions – These changes are deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.

In addition to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town has the following items that qualify for reporting in this category:

- Unavailable revenue is reported only in the governmental funds balance sheet. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.
- Difference in expected and actual economic experience for the Town's pension – This difference is deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Changes in actuarial assumptions – These changes are deferred and recognized over the estimated average remaining lives of all members determined as of the measurement date.
- Difference in projected and actual earnings on pension assets – This difference is deferred and amortized over a closed five-year period.

I. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements, as well as in the proprietary fund statement of net position. Capital assets are defined by the Town as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire an asset with equivalent service potential at the acquisition date.

The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest is capitalized on proprietary fund assets acquired with tax-exempt debt. The amount of interest to be capitalized is calculated by offsetting interest expense incurred from the date of the borrowing until completion of the project with interest earned on invested proceeds over the same period.

Property, plant, and equipment of the primary government is depreciated using the straight-line method over the following estimated useful lives:

<u>Asset Type</u>	<u>Number of Years</u>
Buildings	20 - 30
System infrastructure	15 - 45
Street infrastructure	25 - 30
Equipment	5 - 10
Vehicles	4 - 7

J. Intangible Assets

Intangible assets are reported in the business-type activities column in the government-wide financial statements as well as in the proprietary fund statement of net position. Intangible assets with an initial, individual cost of more than \$5,000 and an estimate useful life in excess of two years are recorded at historical cost or estimate historical cost if purchased or constructed. Once placed into service, the intangible asset is amortized over its estimated useful life.

K. Compensated Absences

It is the Town's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. All vacation and sick pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignation and retirements.

L. Pension

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to/deductions from TMRS's Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

M. Health Claims Liability

The Internal Service Fund – Employee Trust includes an estimate of liabilities for self-insured claims incurred but not reported and are expected to be paid within one year. The liability is estimated and included in accounts payable and accrued expenses in the statement of net position.

N. Long-Term Obligations

In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

O. **Net Position and Fund Balance**

In the government-wide and proprietary fund financial statements, the Town reports restrictions of net position for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Net investment in capital assets represents the Town's investment in the book value of capital assets, less any unspent proceeds from capital-related debt issuances. Unrestricted net position consists of net position that does not meet the definition of restricted or net investment in capital assets.

In the fund financial statements, governmental funds report fund balance categorized as follows:

Nonspendable fund balance includes amounts that are either (a) not in a spendable form or (b) legally or contractually required to be maintained intact.

Restricted fund balance includes amounts for which constraints have been placed on the use of the resources either (a) externally imposed by creditors (such as through a debt covenant), grantors, contributors, or laws or regulations of other governments, or (b) imposed by law through constitutional provisions or enabling legislation.

Committed fund balance includes amounts that can be used only for the specific purposes determined and approved by passage of a formal resolution of the Town's highest level of decision-making authority, the Town Council. Commitments may be changed or lifted only by the Town taking the same formal action that imposed the constraint originally. In accordance with the Town Charter, an amount equal to twenty percent of total general fund expenditures has been identified as committed for a contingency reserve.

Assigned fund balance includes amounts intended to be used by the Town for specific purposes. Pursuant to Ordinance 11-66, the Town Council designated the Town Manager or his/her designee as the official authorized person to assign fund balance. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. The Town's financial goal is to achieve and maintain an unassigned fund balance in the general fund equal to twenty-five percent of budgeted expenditures, but may be reduced down to ten percent in unusual financial circumstances with a corrective five-year plan to restore the fund balance back to twenty-five percent.

Unassigned fund balance is the residual classification of the general fund and includes all amounts not contained in the other classifications. The general fund is the only fund that reports a positive unassigned fund balance amount.

Net Position Flow Assumption

Sometimes the Town will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumption

Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the Town's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

P. Revenues and Expenditures/Expenses

Program Revenues

Amounts reported as *program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. All taxes, including those dedicated for specific purposes, and other internally dedicated resources are reported as general revenues rather than program revenues.

Property Taxes

Property taxes are levied by October 1, due upon receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties and interest ultimately imposed. The combined tax rate to finance general governmental services and interest and sinking fund requirements for the year ended September 30, 2020 was \$0.52 per \$100 of valuation.

Property taxes are based on the appraised values provided by the Collin County or Denton County Central Appraisal District, whichever is applicable. Taxes are levied by October 1 of each year. Unpaid property taxes become delinquent on February 1 of the following year. Penalty is calculated after February 1 up to the date collected by the Town at the rate of 6% for the first month and increased 1% per month up to a total of 12%. Interest is calculated after February 1 at the rate of 1% per month up to the date collected by the Town. Under state law, property taxes levied on real property constitute a lien on the real property which cannot be forgiven without specific approval of the State Legislature. The lien expires at the end of twenty years. Taxes levied on personal property can be deemed uncollectible by the Town. The Town's current policy is to write-off uncollectible personal property taxes after four years.

Proprietary Funds Operating and Non-operating Revenues and Expenses

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with the proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds are charges to customers for sales and services. Operating expenses for the enterprise funds and internal service fund include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues not meeting this definition are reported as non-operating revenues and expenses.

Q. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates included in the financial statements are depreciation expense which is based on the estimated useful lives of the underlying depreciable assets, allowances for doubtful accounts receivables, and net pension liability and pension expense which are based on various actuarial assumptions.

R. Recent Accounting Pronouncements

The Town has reviewed GASB pronouncements which become effective in future years and notes the following statements are applicable to the Town.

Statement No. 87, *Leases* – This statement changes the recognition requirements for certain lease assets and liabilities for leases that are currently classified as operating leases. This statement will become effective for reporting periods beginning after June 15, 2021.

Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period* – The objectives of this statement are to (1) enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and (2) to simplify accounting for interest cost incurred before the end of a construction period. This statement will become effective for reporting periods beginning after December 15, 2020.

Statement No. 91, *Conduit Debt Obligations* – This Statement provides a single method of reporting conduit debt obligation by issuers and eliminates diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. GASB 91 will become effective for reporting periods beginning after December 15, 2021, and the impact has not yet been determined.

Statement No. 92, *Omnibus 2020* – The objectives of this Statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. GASB 92 will become effective for reporting periods beginning after June 15, 2021, and the impact has not yet been determined.

Statement No. 93, *Replacement of Interbank Offered Rates* – Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)-most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate. GASB 93 will become effective for reporting periods beginning after June 15, 2021, and the impact has not yet been determined.

Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements* – The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in this Statement, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. GASB 94 will become effective for reporting periods beginning after June 15, 2022, and the impact has not yet been determined.

Statement No. 96, *Subscription-Based Information Technology Arrangements* – This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended. GASB 96 will become effective for reporting periods beginning after June 15, 2022, and the impact has not yet been determined.

Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting/or Internal Revenue Code Section 457 Deferred Compensation Plans-an amendment of GASE Statements No. 14 and No. 84, and a supersession of GASE Statement No. 32* – The primary objectives of this Statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans. GASB 97 will become effective for reporting periods beginning after June 15, 2021, and the impact has not yet been determined.

II. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary Control

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. Annual appropriated budgets are legally adopted for the General Fund, Impact Fee Fund, Debt Service Fund, Court Technology Fund, Court Security Fund, Parks Dedication Fund, Parks Improvement Fund, Police Special Purpose District Fund, Fire Special Purpose District Fund, TIRZ #1 Fund, TIRZ #2 Fund, Municipal Jury Fund, Contributions Fund, CARES Act Fund, Water and Sewer Fund, and Storm Drainage Fund. The legal level of budgetary control is the department level. Project length financial plans are adopted for all capital project funds.

III. DEPOSITS AND INVESTMENTS

Deposits

State statutes require that all deposits in financial institutions be fully guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; or secured by obligations governmental entities as authorized in the Public Funds Collateral Act. All deposits of the Town that exceeded the federal depository insurance coverage level of \$250,000 were covered by pledged marketable securities held by an independent custodian or letters of credit issued by a Federal Agency or Instrumentality. The market value of the security collateral and redemption value of letters of Credit held at September 30, 2021 exceeded the value of all deposits.

At September 30, 2021, the carrying amount of the Town's deposits was \$51,202,693, and the respective bank balances totaled \$51,185,157. The Town's cash on hand totaled \$2,740.

Investments

The Town is authorized to invest in the following: U.S. Government obligations and its agencies or instrumentalities; direct obligations of the State of Texas or its agencies and instrumentalities; other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the State of Texas or United States or their respective agencies and instrumentalities; obligations of states, agencies, counties, cities and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent rating; insured or collateralized certificates of deposit, no-load SEC registered money market funds consisting of any of these securities listed with a dollar-weighted average stated maturity of 60 days or less and with an investment objective of a stable net asset value of \$1 for each share; eligible investments pools organized and operating in compliance with PFIA; fully collateralized repurchase agreements and reverse repurchase agreements; prime domestic commercial paper; prime domestic bankers' acceptances; guaranteed investment contracts; securities lending program consisting of authorized investments by the Town's investment policy. For additional information see the Town of Prosper's Investment Policy at www.prospertx.gov.

The Town's investments carried at fair value as of September 30, 2021, were:

	Carrying Value	Weighted Average Maturity (days)
Investment type:		
Certificates of deposit	\$ 79,489,611	395
Municipal bonds	<u>4,327,528</u>	10
Total	<u>\$ 83,817,139</u>	
Portfolio weight average to maturity		375

Of the municipal bonds disclosed above, \$500,440 belongs to Prosper Economic Development. The Town also has investments in government pools at September 30, 2021, totaling \$10,391,735, which are recorded at amortized cost.

Under the Texas Local Government Investment Pool ("TexPool") Participation Agreement, administrative and investment services to TexPool are provided by Federated Investors, Inc. through an agreement with the State of Texas Comptroller of Public Accounts. The State Comptroller is the sole officer, director, and shareholder of the Texas Treasury Safekeeping Trust Company authorized to operate TexPool. TexPool invests in treasury and agency securities and repurchase agreements fully collateralized by government securities. The pool seeks to maintain a constant dollar objective. The reported value of the pool is the same as the fair value of the pool shares. TexPool is subject to annual review by an independent auditor consistent with the Public Funds Investment Act. In addition, TexPool is subject to review by the State Auditor's Office and by the Internal Auditor of the Comptroller's Office. Due to its short-term, highly liquid nature, TexPool investments have been reported as cash equivalents. TexPool is rated AAAM by Standard and Poor's and carries a weighted average maturity of 37 days.

The Texas Short-Term Asset Reserve Investment Pool ("TexSTAR") is a local government investment pool organized under the authority of the Interlocal Cooperation Act, chapter 791, of the Texas Government Code, and the Public Funds Investment Act, chapter 2256, of the Texas Government Code. J.P. Morgan Investment Management Inc. serves as investment advisor and co-administrator with Hilltop Securities. TexSTAR invests in treasury and agency securities and repurchase agreements fully collateralized by government securities. The pool seeks to maintain a constant dollar objective. The reported value of the pool is the same as the fair value of the pool shares. Due to its short-term, highly liquid nature, investments in TexSTAR have been reported as cash equivalents. TexStar is rated AAAM by Standard and Poor's and carries a weighted average maturity of 43 days.

TexStar and TexPool have a redemption notice period of one day and may redeem daily. The investment pool's authority may only impose restrictions on redemptions in the event of a general suspension of trading on major securities markets, general banking moratorium or national state of emergency that affects the pool's liquidity.

Custodial Credit Risk – Deposits: In the case of deposits, this is the risk that, in the event of a bank failure, the Town's deposits may not be returned to the Town. The Town's policy regarding types of deposits allowed and collateral requirements is: the Depository may be a state bank authorized and regulated under Texas law; a national bank, savings and loan association, or savings bank authorized and regulated by federal law; or a savings and loan association or savings bank organized under Texas law; but shall not be any bank the deposits of which are not insured by the Federal Deposit Insurance Corporation (FDIC) and pledged marketable securities or letters of credit. The Town is not exposed to custodial credit risk for its deposits, as all are covered by depository insurance and pledged marketable securities or letters of credit.

In compliance with the Public Funds Investment Act and Public Funds Collateral Act, the Town has adopted a deposit and investment policy. That policy addresses the following risks:

Custodial Credit Risk – Investments: For an investment, this is the risk that, in the event of the failure of the counterparty, the Town will not be able to recover the value of its investments or deposits. The Town utilizes an independent, third-party custodian to hold all pledged marketable securities and an independent, third-party safekeeping agent to settle and hold all investment securities.. The Town's investments are in certificates of deposit, US Government bonds, and municipal bonds.

Credit Risk – This is the risk that an issuer of an investment will be unable to fulfill its obligations. The rating of securities by nationally recognized rating agencies is designed to give an indication of credit risk. The Town's investment policy establishes credit rating minimums for various investment-types. The credit quality rating for both TexPool and TexSTAR at year end was AAAM by Standard & Poor's.

The Town's US Government bonds and municipal bonds each have a long-term rating from A to AAA. The Town also holds municipal bonds with short-term ratings of A-1 to A-1+.

Interest Rate Risk – This is the risk that changes in interest rates will adversely affect the fair value of an investment. In accordance with its investment policy, the Town manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio; structuring the investment portfolio so that investments matured to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity; monitoring credit ratings of portfolio positions to assure compliance with rating requirements; and investing operating funds primarily in short-term deposits, securities, money market mutual funds, or local government investment pools. The maximum allowable maturity for operating funds is five years and two years for debt service funds.

Foreign Currency Risk – This is the risk that exchange rates will adversely affect the fair value of an investment. The Town is not exposed to foreign currency risk.

Concentration of Credit Risk – This is the risk of loss attributed to the magnitude of the Town's investment in a single issuer (i.e., lack of diversification). As of September 30, 2021, the Town minimized concentration of credit risk, by: limiting investments in a specific local governmental pools to no more than 40 percent of the investment portfolio; staggering maturities and potential call dates; and limiting investments in commercial paper and bankers' acceptances to no more than 5% of the investment portfolio. Concentration risk is defined as positions of 5 percent (5%) or more in the obligations of a single issuer. The Town's investments and their percentage of net portfolio assets are stated below.

Securities by Issuer	Carrying Value	% of Total Portfolio
Certificates of deposit	79,489,611	94.84%
Municipal bonds	4,327,528	5.16%
Total Securities	<u>\$ 83,817,139</u>	<u>100.00%</u>

Of the municipal bonds disclosed above, \$500,440 belongs to Prosper Economic Development.

IV. FAIR VALUE MEASUREMENTS

The Town categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant observable inputs other than quoted market prices for similar assets; Level 3 inputs are significant unobservable inputs.

The Town has the following recurring fair value measurements as of September 30, 2021:

	Fair value as of 9/30/2021	Fair Value Measurements Using Level 2
Investments by fair value level		
Municipal bonds	\$ 4,327,528	\$ 4,327,528
Total investments by fair value level	<u>\$ 4,327,528</u>	<u>\$ 4,327,528</u>

All of the Town's fair value investments were valued using significant observable inputs other than quoted market prices for similar assets of the municipal bonds disclosed above, \$500,440 belongs to Prosper Economic Development.

V. RECEIVABLES

The Town's receivables as of September 30, 2021 consisted of the following:

	Governmental Activities						Total
	General Fund	Impact Fees Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund	Nonmajor Governmental Funds	
Property taxes	\$ 148,720	\$ -	\$ 62,135	\$ -	\$ -	\$ -	\$ 210,855
Sales tax	1,679,162	-	-	-	-	1,123,634	2,802,796
Interest	21,842	11,787	2,843	9,932	5,289	6,083	57,776
Grants	178,900	-	-	82,036	-	-	260,936
Franchise fees	498,215	-	-	-	-	-	498,215
Municipal court	295,114	-	-	-	-	-	295,114
Ambulance	857,973	-	-	-	-	-	857,973
Legal settlement	-	-	-	1,500,000	-	-	1,500,000
Other receivables	40,949	-	-	-	39,566	7,678	88,193
Gross receivables	3,720,875	11,787	64,978	1,591,968	44,855	1,137,395	6,571,858
Less: allowance for uncollectible accounts	(595,528)	-	(1,243)	-	-	-	(596,771)
Net receivables	<u>\$ 3,125,347</u>	<u>\$ 11,787</u>	<u>\$ 63,735</u>	<u>\$ 1,591,968</u>	<u>\$ 44,855</u>	<u>\$ 1,137,395</u>	<u>\$ 5,975,087</u>

	Business-type Activities		
	Water and Sewer Fund	Stormwater Drainage Fund	Total
Utility bills	\$ 3,774,537	\$ 108,397	\$ 3,882,934
Interest	27,559	774	28,333
Gross receivables	3,802,096	109,171	3,911,267
Less: allowance for uncollectible accounts	(331,969)	-	(331,969)
Net receivables	<u>\$ 3,470,127</u>	<u>\$ 109,171</u>	<u>\$ 3,579,298</u>

VI. CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2021 was as follows:

	Beginning Balance	Additions	Retirements	Transfers	Ending Balance
Governmental activities:					
Capital assets not being depreciated:					
Land	\$ 8,259,860	\$ 21,817,636	\$ -	\$ 698,494	\$ 30,775,990
Construction in progress	50,480,762	21,964,237	-	(24,398,264)	48,046,735
Total capital assets not being depreciated	58,740,622	43,781,873	-	(23,699,770)	78,822,725
Capital assets being depreciated:					
Buildings and improvements	57,446,682	147,317	-	14,547,468	72,141,467
Equipment	16,939,279	1,241,363	(744,302)	-	17,436,340
Infrastructure	158,429,117	17,203,870	-	9,152,302	184,785,289
Total assets being depreciated	232,815,078	18,592,550	(744,302)	23,699,770	274,363,096
Less accumulated depreciation for:					
Buildings and improvements	(9,444,084)	(2,077,203)	-	-	(11,521,287)
Equipment	(5,566,008)	(1,572,365)	717,237	-	(6,421,136)
Infrastructure	(35,909,012)	(5,642,859)	-	-	(41,551,871)
Total accumulated depreciation	(50,919,104)	(9,292,427)	717,237	-	(59,494,294)
Total capital assets being depreciated, net	181,895,974	9,300,123	(27,065)	23,699,770	214,868,802
Governmental activities capital assets, net	<u>\$ 240,636,596</u>	<u>\$ 53,081,996</u>	<u>\$ (27,065)</u>	<u>\$ -</u>	<u>\$ 293,691,527</u>

	Beginning Balance	Additions	Retirements	Transfers	Ending Balance
Business-type activities:					
Capital assets, not being depreciated:					
Land	\$ 1,883,521	\$ -	\$ -	\$ -	\$ 1,883,521
Construction in progress	21,302,191	5,108,147	-	-	26,410,338
Total capital assets, not being depreciated	23,185,712	5,108,147	-	-	28,293,859
Capital assets being depreciated:					
Buildings and systems	247,673	58,972	-	-	306,645
Vehicles and equipment	2,385,976	65,357	(152,996)	-	2,298,337
Infrastructure	141,342,003	22,418,433	-	-	163,760,436
Intangible Asset	15,744,809	-	-	-	15,744,809
Total assets being depreciated	159,720,461	22,542,762	(152,996)	-	182,110,227
Less accumulated depreciation for:					
Buildings and systems	(177,462)	(19,983)	-	-	(197,445)
Vehicles and equipment	(1,110,828)	(211,534)	152,996	-	(1,169,366)
Infrastructure	(21,938,173)	(4,422,144)	-	-	(26,360,317)
Intangible Asset	(1,256,470)	(314,964)	-	-	(1,571,434)
Total accumulated depreciation	(24,482,933)	(4,968,625)	152,996	-	(29,298,562)
Total capital assets being depreciated, net	135,237,528	17,574,137	-	-	152,811,665
Business-type activities capital assets, net	\$ 158,423,240	\$ 22,682,284	\$ -	\$ -	\$ 181,105,524
Component Unit:					
Capital assets not being depreciated:					
Land	\$ 1,077,788	\$ 1,495,880	\$ -	\$ -	\$ 2,573,668
Total capital assets not being depreciated	\$ 1,077,788	\$ 1,495,880	\$ -	\$ -	\$ 2,573,668

Depreciation expense for the year ended September 30, 2021 was charged to functions/programs of the primary government as follows:

Governmental activities:

Administration	\$ 659,324
Police	512,850
Fire	871,823
Development Services	30,319
Public Works	5,644,483
Community Services	1,566,954
Engineering	6,674
Total	\$ 9,292,427

Business-type activities:

Water and sewer	\$ 3,595,882
Stormwater drainage utility	1,372,743
Total	\$ 4,968,625

As of September 30, 2021, the Town's only intangible asset was related to wastewater treatment capacity rights acquired from the Upper Trinity Regional Water District. Although the capacity rights were initially acquired in March 2014, the related plant facility was placed into service as of September 30, 2017, and in the current year amortization of \$314,964 has been recognized in these financial statements.

VII. INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

The outstanding balances between funds result mainly from the time lag between the dates that (1) reimbursable expenditures occur, (2) transactions are recorded in the accounting system, and (3) payments between funds are made.

Interfund transfers made during the fiscal year were as follows:

Transfer From	Transfer To	Amount	Purpose
General Fund	Capital Projects	\$ 3,948,889	Capital outlay
Impact Fees	Capital Projects	320,025	Capital outlay
Capital Projects	Water and Sewer	30,312	Capital outlay
Capital Projects	Nonmajor Governmental	392,217	Capital outlay
Capital Projects	Water and Sewer	149,445	Capital outlay
Escrow Fund	Capital Projects	664,264	Capital outlay
Water and Sewer	General Fund	972,977	Administrative
Water and Sewer	Storm Drainage	693,327	Capital outlay
Storm Drainage	General Fund	98,843	Administrative
Storm Drainage	Water and Sewer	498,727	Administrative
Total		\$ 7,769,026	

VIII. LONG-TERM LIABILITIES

The Town issues general obligation bonds and certificates of obligations to provide funds for the acquisition and construction of major capital facilities and equipment. General obligation bonds and certificates of obligation have been issued for both governmental and business-type activities. The certificates of obligation will be repaid by the debt service fund in combination with system revenues.

The Town issued Certificates of Obligation Bonds, Series 2021 and General Obligation Bonds, Series 2021 in the amount of \$6,855,000 and \$36,255,000, respectively, for constructing and improving streets, roads and other related infrastructure in the Town. The bonds bear interest rates ranging from 2% to 5% and mature over the next 20 years.

The following is a summary of long-term liabilities for the year ended September 30, 2021:

	Beginning Balance	Issued	Refunded/ Retired	Ending Balance	Amount Due Within One Year
Governmental activities:					
Compensated absences	\$ 1,766,093	\$ 1,779,221	\$(1,544,318)	\$ 2,000,996	\$ 500,249
Bonds	88,801,423	43,110,000	(4,275,377)	127,636,046	6,101,423
Bond premium on issuance	7,425,775	4,684,489	(522,672)	11,587,592	-
Total governmental	97,993,291	49,573,710	(6,342,367)	141,224,634	6,601,672
Business-type activities:					
Compensated absences	211,752	222,516	(201,262)	233,006	57,493
Bonds	37,478,576	-	(2,479,346)	34,999,230	2,603,577
Bonds premium on issuance	2,281,127	-	(191,005)	2,090,122	-
Total business-type activities	39,971,455	222,516	(2,871,613)	37,322,358	2,661,070
Total primary government	\$ 137,964,746	\$ 49,796,226	\$(9,213,980)	\$ 178,546,992	\$ 9,262,742

The Town is not currently subject to any legal debt margin requirements. The compensated absences liabilities in the governmental activities is liquidated by the General fund.

The revenue bonds are collateralized by the revenue of the combined utility system and the various special funds established by the bond ordinances. The ordinances provide that the revenue of the system is to be used, first, to pay operating and maintenance expenses of the system and, second, to establish and maintain the revenue bond funds.

Should the City default on its outstanding bonds, any registered owner of the certificates is entitled to seek a writ of mandamus from a court of proper jurisdiction requiring specific performance from the Town.

Bonds, certificates of obligation, and tax notes at September 30, 2021 are comprised of the following issues for the Debt Service Fund, the Water and Sewer Fund, and the Stormwater Drainage Utility Fund:

	Governmental Activities	Business-Type Activities	Total
2012 General Obligation Bonds (100% debt service fund) issued June 15, 2012, and maturing February 15, 2032. Interest payable February 15, and August 15 at rates ranging from 1.38% to 3.25%.	\$ 2,590,000	\$ -	\$ 2,590,000
2012 Certificates of Obligation (83% water and sewer fund portion and 17% Stormwater drainage fund portion) issued June 15, 2012, maturing February 15, 2032. Interest payable February 15 and August 15 at rates ranging from 0.40% to 3.25%.	-	3,480,000	3,480,000
2013 General Obligation Refunding Bonds (100% debt service fund) issued June 15, 2013, maturing August 15, 2033. Interest payable February 15 and August 15 at rates ranging from 2.0% to 4.0%.	2,590,000	-	2,590,000
2013 Certificates of Obligation (100% water and sewer fund) issued June 15, 2013, maturing August 15, 2033. Interest payable February 15 and August 15 at rates ranging from 2.0% to 4.0%.	-	3,545,000	3,545,000
2014 General Obligation Improvement Bonds (47% debt service fund portion and 53% water and sewer fund portion) issued February 15, 2014, maturing February 15, 2034. Interest payable February 15 and August 15 at rates ranging from 2.0% to 5.0%.	1,555,000	1,330,000	2,885,000
2014 Certificates of Obligation (100% water and sewer fund) issued February 15, 2014, maturing February 15, 2034. Interest payable February 15 and August 15 at rates ranging from 2.0% to 4.0%.	-	9,225,000	9,225,000
2015 General Obligation Refunding and Improvement Bonds (79% debt service fund portion and 21% water and sewer portion) issued July 15, 2015, maturing February 15, 2035. Interest payable February 15 and August 15 at rates ranging from 2.0% to 5.0%	11,429,700	2,690,300	14,120,000
2015 Certificates of Obligation (100% debt service fund) issued July 15, 2015, maturing February 15, 2035. Interest payable February 15 and August 15 at rates ranging from 2.0% to 5.0%.	7,300,000	-	7,300,000
2016 General Obligation Refunding and Improvement Bonds (84% debt service fund portion and 16% water and sewer fund portion) issued July 12, 2016, maturing February 15, 2036. Interest payable February 15 and August 15 at rates ranging from 2.0% to 4.0%.	3,310,000	-	3,310,000
2016 Certificates of Obligation (84% debt service fund portion and 16% Stormwater drainage fund portion) issued July 12, 2016, maturing February 15, 2036. Interest payable February 15 and August 15 at rates ranging from 2.0% to 4.0%.	6,650,000	1,065,000	7,715,000

	Governmental Activities	Business-Type Activities	Total
2017 Certificates of Obligation (91% debt service fund portion and 9% Stormwater drainage fund portion) issued June 27, 2017, maturing February 15, 2037. Interest payable February 15 and August 15 at rates ranging from 2.0% to 5.0%.	\$ 8,830,000	\$ 850,000	\$ 9,680,000
2018 General Obligation Refunding (100% debt service fund portion) issued June 15, 2018, maturing February 15, 2038. Interest payable February 15 and August 15 at rates ranging from 4.0% to 5.0%.	3,515,000	-	3,515,000
2018 Certificates of Obligation (56% debt service fund portion and 44% water & sewer fund portion) issued June 15, 2018, maturing February 15, 2038. Interest payable February 15 and August 15 at rates ranging from 3.125% to 5.0%.	11,175,000	8,845,000	20,020,000
2019 General Obligation Bonds (100% debt service fund) issued July 25, 2019, and maturing February 15, 2039. Interest payable February 15, and August 15 at rates ranging from 3.0% to 4.0%.	3,775,000	-	3,775,000
2019 Certificates of Obligation (75% debt service fund portion and 25% water & sewer fund portion) issued July 25, 2019 maturing February 15, 2039. Interest payable February 15 and August 15 at rates ranging from 3.0% to 5.0%.	11,736,346	3,968,930	15,705,276
2020 Certificates of Obligation (100% debt service fund portion) issued July 30, 2020 maturing February 15, 2040. Interest payable February 15 and August 15 at rates ranging from 3.0% to 4.0%.	10,070,000	-	10,070,000
2021 General Obligation Bonds (100% debt service fund portion) issued August 15, 2021 maturing February 15, 2041. Interest payable February 15 and August 15 at rates ranging from 2.0% to 5.0%.	36,255,000	-	36,255,000
2021 Certificates of Obligation (100% debt service fund portion) issued August 15, 2021 maturing February 15, 2041. Interest payable February 15 and August 15 at rates ranging from 2.0% to 5.0%.	6,855,000	-	6,855,000
	<u>\$ 127,636,046</u>	<u>\$ 34,999,230</u>	<u>\$ 162,635,276</u>

The annual requirements to amortize the combined debt outstanding for the Debt Service Fund and Water and Sewer Fund as of September 30, 2021, are as follows:

Year Ended September 30,	Governmental Activities		Business-Type Activities		Total	
	Principal	Interest	Principal	Interest	Principal	Interest
2022	\$ 6,101,423	\$ 4,531,970	\$ 2,603,577	\$ 1,362,202	\$ 8,705,000	\$ 5,894,172
2023	5,544,006	4,421,847	2,590,995	1,255,778	8,135,001	5,677,625
2024	6,085,721	4,169,933	2,689,278	1,145,073	8,774,999	5,315,006
2025	6,425,966	3,900,115	2,379,035	1,026,216	8,805,001	4,926,331
2026	6,958,511	3,615,306	2,486,488	924,394	9,444,999	4,539,700
2027-2031	36,369,525	13,212,003	11,315,475	3,235,053	47,685,000	16,447,056
2032-2036	37,703,865	5,962,179	8,656,135	1,074,736	46,360,000	7,036,915
2037-2041	22,447,029	1,177,877	2,278,247	88,278	24,725,276	1,266,155
Total	<u>\$ 127,636,046</u>	<u>\$ 40,991,230</u>	<u>\$ 34,999,230</u>	<u>\$ 10,111,730</u>	<u>\$ 162,635,276</u>	<u>\$ 51,102,960</u>

The Town's general obligation bonds and certificates of obligation contain a provision that in an event of default, creditors may seek a writ of mandamus to compel Town officials to carry out their legally imposed duties with respect to debt. As outstanding debt does not become immediately due, the remedy of mandamus may have to be relied upon from year to year.

IX. RESTRICTED ASSETS

The balances of restricted asset accounts are as follows:

	Cash	Investments	Reason for restriction
Business-type activities:			
Water and Sewer fund	\$ 1,605,409	\$ 1,178,074	Capital projects (unspent bond proceeds)
Water and Sewer fund	5,109,423	7,951,278	Impact fees
Stormwater Drainage fund	92,504	-	Capital projects (unspent bond proceeds)
Total business-type activities	<u>\$ 6,807,336</u>	<u>\$ 9,129,352</u>	
Governmental activities:			
Impact Fees fund	\$ 4,279,446	\$ 6,659,669	Impact fees
Debt Service fund	1,032,220	1,606,340	Debt service
Capital Projects fund	50,668,425	5,611,412	Capital projects (unspent bond proceeds)
Escrow Fund	1,802,023	2,809,377	Customer deposits/escrow
Nonmajor governmental funds	3,399,207	5,293,199	Special revenue funds
Total governmental activities	<u>\$ 61,181,321</u>	<u>\$ 21,979,997</u>	

X. RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Town is a participant in the Texas Municipal League Workers' Compensation Joint Insurance Fund (WC Fund) and the Texas Municipal League Joint Self-Insurance Fund (Property-Liability Fund), a public entity risk pool operated by the Texas Municipal League Board for the benefit of individual governmental units located in Texas. The Town pays an annual premium to the Funds for its workers' compensation and property and liability insurance coverage. The WC Fund and the Property-Liability Fund are considered self-sustaining risk pools that provide coverage for their members for up to \$2,000,000 per insured event. The Town also maintains insurance coverage for cyber-attacks. There were no significant reductions in insurance coverage from the previous year. Settled claims for risks have not exceeded insurance coverage in any of the past three years.

The Town of Prosper initiated a self-funded health and dental plan effective January 1, 2017 for Town Employees and their dependents. The Town maintains the Employee Health and Insurance Fund to account for the Town's employee health and dental care coverage. In addition, excess insurance of up to \$1,000,000 has been obtained for an individual unit health and prescription drugs claims exceeding \$75,000 and for health claims in the aggregate exceeding \$2,628,399. The Town's claim administrator is UMR.

Revenues are recognized from payroll deductions and Town contributions. At September 30, 2021, a liability of \$212,015 has been recorded, which represents estimated claims incurred but not yet reported. Changes in this claims liability during fiscal years 2019, 2020, and 2021 respectively were as follows:

Fiscal Year	Beginning Balance	Current Year Claims	Claim Payments	Ending Balance
2019	\$ 49,642	\$ 1,636,065	\$ 1,636,162	\$ 49,545
2020	49,545	2,254,800	2,227,144	77,201
2021	77,201	2,461,362	2,326,548	212,015

XI. DEFINED BENEFIT PENSION PLAN**Plan Description**

The Town participates as one of 895 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TMRS issues a publicly available annual comprehensive financial report (ACFR) that can be obtained at www.TMRS.com.

All eligible employees of the Town are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the Town, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the city-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest

Beginning in 2009, the Town granted an annually repeating (automatic) basis monetary credit referred to as an updated service credit (USC) which is a theoretical amount that takes into account salary increases or plan improvements. If at any time during their career an employee earns a USC, this amount remains in their account earning interest at 5% until retirement. At retirement, the benefit is calculated as if the sum of the employee's accumulated contributions with interest and the employer match plus employer-financed monetary credits, such as USC, with interest were used to purchase an annuity. Additionally, initiated in 2009, the Town provided on an annually repeating (automatic) basis cost of living adjustments (COLA) for retirees equal to a percentage of the change in the consumer price index (CPI).

Employee deposit rate	7%
Matching ratio (City to employee)	2 to 1
Years required for vesting	5
Service retirement eligibility	20 years at any age, 5 years at age 60 and above
Updated service credit	100% repeating, transfers
Annuity increase to retirees	70% of CPI repeating

Employees Covered by Benefit Terms

At the December 31, 2020 valuation and measurement date, the following numbers of employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	25
Inactive employees entitled to but not yet receiving benefits	110
Active employees	<u>256</u>
Total	<u><u>391</u></u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the municipal matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the municipality. Under the state law governing TMRS, the contribution rate for each municipality is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the Town were required to contribute 7% of their annual gross earnings during the fiscal year. The Town increased its employee contribution rate during the year. The contribution rates for the Town were 13.54% and 13.74% in calendar years 2020 and 2021, respectively. The Town's contributions to TMRS for the year ended September 30, 2021, were \$2,790,352, and were equal to the required contributions.

Net Pension Liability

The Town's Net Pension Liability (NPL) was measured as of December 31, 2020, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2020 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year
Investment Rate of Return	6.75% net of pension plan investment expense, expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB (10) mortality tables with the Public Safety table used for males and the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality table. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by Scale UMP to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees is used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2014 to December 31, 2018. The were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. In determining their best estimate of a recommended investment return assumption under the various alternative asset allocation portfolios, GRS focused on the area between (1) arithmetic mean (aggressive) without an adjustment for time (conservative) and (2) the geometric mean (conservative) with an adjustment for time (aggressive). The target allocation and best estimates of arithmetic real rates return for each major asset class in fiscal year 2021 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return (Arithmetic)
Global Equity	30.00%	5.30%
Core fixed income	10.00%	1.25%
Non-core fixed income	20.00%	4.14%
Real return	10.00%	3.85%
Real estate	10.00%	4.00%
Absolute return	10.00%	3.48%
Private equity	10.00%	7.75%
Total	100.00%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in Net Pension Liability

The Town's net pension liability is generally liquidated by the General Fund and Proprietary Funds. At September 30, 2021, the Town reported the following changes in Net Pension Liability:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balance at 12/31/2019	\$ 25,960,055	\$ 22,688,840	\$ 3,271,215
Changes for the year:			
Service cost	3,518,263	-	3,518,263
Interest	1,863,749	-	1,863,749
Difference between expected and actual experience	511,802	-	511,802
Change in assumptions	-	-	-
Contributions - employer	-	2,484,991	(2,484,991)
Contributions - employee	-	1,284,707	(1,284,707)
Net investment income	-	1,730,745	(1,730,745)
Benefit payments, including refunds of employee contributions	(216,188)	(216,188)	-
Administrative expense	-	(11,144)	11,144
Other changes	-	(434)	434
Net changes	5,677,626	5,272,677	404,949
Balance at 12/31/2020	\$ 31,637,681	\$ 27,961,517	\$ 3,676,164

At September 30, 2021, the Component Unit reported the following changes in Net Pension Liability

Item 13.

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a)-(b)
Balance at 12/31/2019	\$ 543,319	\$ 474,856	\$ 68,463
Changes for the year:			
Service cost	73,634	-	73,634
Interest	39,006	-	39,006
Difference between expected and actual experience	10,712	-	10,712
Change in assumptions	-	-	-
Contributions - employer	-	52,009	(52,009)
Contributions - employee	-	26,888	(26,888)
Net investment income	-	36,223	(36,223)
Benefit payments, including refunds of employee contributions	(4,525)	(4,525)	-
Administrative expense	-	(233)	233
Other changes	-	(11)	11
Net changes	<u>118,827</u>	<u>110,351</u>	<u>8,476</u>
Balance at 12/31/2020	<u>\$ 662,146</u>	<u>\$ 585,207</u>	<u>\$ 76,939</u>

The following presents the net pension liability of the Town and component unit, calculated using the discount rate of 6.75%, as well as what the Town's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate:

	1% Decrease in Discount Rate (5.75%)	Current Single Discount Rate (6.75%)	1% Increase in Discount Rate (7.75%)
Town's net pension liability	\$ 9,851,979	\$ 3,676,164	\$ (1,235,748)
Component unit's net pension liability	<u>206,193</u>	<u>76,939</u>	<u>(25,863)</u>
Total	<u>\$ 10,058,172</u>	<u>\$ 3,753,103</u>	<u>\$ (1,261,611)</u>

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TMRS financial report. That report may be obtained electronically at www.TMRS.com.

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2021, the Town and component unit recognized pension expense of \$2,641,052 and \$55,275, respectively.

At September 30, 2021, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 1,221,737	\$ 54,706
Changes in actuarial assumptions	57,884	1,727
Difference between projected and actual investment earnings	-	634,562
Contributions subsequent to the measurement date	<u>2,052,034</u>	<u>-</u>
Total	<u>\$ 3,331,655</u>	<u>\$ 690,995</u>

At September 30, 2021, the component unit reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 25,570	\$ 1,145
Changes in actuarial assumptions	1,211	36
Difference between projected and actual investment earnings	-	13,281
Contributions subsequent to the measurement date	42,947	-
Total	<u>\$ 69,728</u>	<u>\$ 14,462</u>

The Town and component unit reported \$2,052,033 and 42,947, respectively, as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

For the Year Ended September 30,	City	Component Unit
2021	\$ 66,064	\$ 1,383
2022	209,552	4,386
2023	(75,635)	(1,583)
2024	214,154	4,482
2025	141,755	2,967
Thereafter	32,736	684

XII. TAX ABATEMENTS AND ECONOMIC INCENTIVES

The Town enters into economic development agreements designed to promote development and redevelopment within the Town, spur economic improvement, stimulate commercial activity, generate additional sales tax and enhance the property tax base and economic vitality of the Town. These programs abate or rebate property tax and sales tax and include incentive payments and reductions in fees that are not tied to taxes.

The Town's economic development agreements are authorized under Chapter 380 of the Texas Local Government Code and Chapter 311 (Tax Increment Financing Act) of the Texas Tax Code. Recipients may be eligible to receive economic assistance based on the employment impact, economic impact, or community impact of the project requesting assistance. Recipients receiving assistance generally commit to building or remodeling real property and related infrastructure, expanding operations, or bringing targeted businesses to the Town.

General Economic Development

The Town has entered into various agreements that may rebate a flat amount or percentage of property taxes or sales tax received by the Town or repay developers for the construction of impact fee eligible projects. For fiscal year 2021, the Town rebated \$917,603 in property and sales taxes, and repaid developers for infrastructure agreements with \$4,586,719 in impact fees.

Tax Increment Reinvestment Zone

The Town has established two tax increment reinvestment zone (TIRZ) districts under Chapter 311, Texas Tax Code to promote local economic development and stimulate business and commercial activity within the Town and to develop and diversify the economy of the state by eliminating unemployment and underemployment and developing or expanding commerce in the state, including the enhancement of land and the Town. Each district has a base year, and incremental property tax revenues exceeding the base year amount are collected into a special revenue fund. Additionally, other taxing entities may participate in the TIRZ districts. Each participating entity's governing body sets the percentage of increment that they will contribute to the TIRZ fund.

In December 2015, Town Council appointed a TIRZ Board to approve final project and finance plan to enter into a participation agreement that provides participation in the TIRZ. Unlike other contractual obligations, TIRZ grants are subject to availability of TIRZ funds, and any balance owed to a developer at the termination of the TIRZ district will no longer be considered an obligation of the Town.

The following table summarizes key statistics of each of the Town's TIRZ districts.

	TIRZ #1	TIRZ #2
Tax year established	2008	2012
Town's participation	70%	70%
Other taxing entities	Collin County	Collin County
Participating	50%	50%
Tax year terminates	2045	2037

The development agreement for TIRZ #1 provides for development of approximately 600 acres of land located in the Town of Prosper and known as the Gates of Prosper. This agreement provides for an economic development grant of \$58,000,000 plus 3.5% interest compounded annually until paid in full or termination of the agreement. Funding for this grant is contingent upon the availability of tax revenues and impact fee revenues in TIRZ #1. Interest payments of \$523,288 and payment towards construction of \$1,612,269 were made during the fiscal year.

The development agreement for TIRZ #2 provides for development of approximately 157 acres of land located in the Town of Prosper at the intersection of DNT and US Highway 380. This agreement provided for an economic development grant of \$28,566,057 plus 3.5% interest compounded annually until paid in full or termination of the agreement. This development agreement was determined to be in default and the Town's obligation is to pay all amounts due at the time of default which is currently \$1,557,946. No interest will be calculated from the date of default, September 22, 2020, and forward. Funding for this grant is contingent upon the availability of tax revenues and impact fee revenues in TIRZ #2. Interest payments of \$13,771 and no payments towards construction were made during the fiscal year.

The following is a summary of the principal balance of the infrastructure reimbursement grants and development agreements associated with the Tax Increment Reinvestment Zones:

	TIRZ #1	TIRZ #2	Total
Balance, October 1, 2020	\$ 14,951,090	\$ 1,653,764	\$ 16,604,854
Additions/adjustments	5,302,900	-	5,302,900
Payments	(2,135,557)	(95,818)	(2,231,375)
Balance, September 30, 2021	\$ <u>18,118,433</u>	\$ <u>1,557,946</u>	\$ <u>19,676,379</u>

XIII. COMMITMENTS AND CONTINGENCIES

At September 30, 2021, the total estimated costs to complete significant construction projects in progress at year-end totaled approximately \$43,418,242 for the Capital Projects Fund.

XIV. SPECIAL ITEMS

The Town entered into a compromise settlement agreement effective August 11, 2021, from a lawsuit filed by the Town. The Town's dollar amount to be received was determined in accordance with the settlement agreement in the amount of \$1.5 million.

XV. PRIOR PERIOD ADJUSTMENT

The Town's beginning net position in the TIRZ 1 fund was restated upwards and the Water and Sewer Fund was restated downward in the same amount of \$461,496. The Town incorrectly recorded impact fee revenue in the Water and Sewer Fund in the prior year that should have been recorded in the TIRZ 1 Fund in accordance with an ongoing financing agreement.



REQUIRED
SUPPLEMENTARY
INFORMATION
SECTION

TOWN OF PROSPER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GENERAL FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Property	\$ 18,246,167	\$ 18,469,694	\$ 18,547,272	\$ 77,578
Sales	5,793,141	7,577,110	8,313,558	736,448
Franchise	1,792,875	1,792,875	1,961,514	168,639
Licenses and permits	3,575,100	5,127,742	8,145,948	3,018,206
Charges for services	845,275	845,275	1,190,040	344,765
Grants	414,672	586,377	676,169	89,792
Investment income	85,000	85,000	112,301	27,301
Fines, fees, warrants and seizures	400,000	400,000	279,543	(120,457)
Park fees	212,000	212,000	410,583	198,583
Miscellaneous	262,350	262,350	195,334	(67,016)
Total revenues	<u>31,626,580</u>	<u>35,358,423</u>	<u>39,832,262</u>	<u>4,473,839</u>
EXPENDITURES				
Current:				
Administration	5,551,422	6,544,399	6,484,378	60,021
Police	5,725,135	6,142,033	4,747,282	1,394,751
Fire	7,167,332	7,931,662	7,107,648	824,014
Development Services	3,331,946	4,208,958	3,580,068	628,890
Public Works	3,222,064	3,273,522	2,567,404	706,118
Community Services	4,378,014	4,486,644	4,266,732	219,912
Engineering	2,023,347	2,055,123	1,882,206	172,917
Total expenditures	<u>31,399,260</u>	<u>34,642,341</u>	<u>30,635,718</u>	<u>4,006,623</u>
Excess of revenues over expenditures	227,320	716,082	9,196,544	8,480,462
OTHER FINANCING SOURCES (USES)				
Transfers in	1,071,820	1,071,820	1,071,820	-
Transfers out	(1,191,031)	(3,948,889)	(3,948,889)	-
Total other financing sources (uses)	<u>(119,211)</u>	<u>(2,877,069)</u>	<u>(2,877,069)</u>	<u>-</u>
CHANGE IN FUND BALANCE	108,109	(2,160,987)	6,319,475	8,480,462
FUND BALANCE - BEGINNING	<u>13,923,232</u>	<u>13,923,232</u>	<u>13,923,232</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 14,031,341</u>	<u>\$ 11,762,245</u>	<u>\$ 20,242,707</u>	<u>\$ 8,480,462</u>

NOTES TO BUDGETARY INFORMATION

SEPTEMBER 30, 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Town follows these procedures in establishing budgetary data reflected in the financial statements:

- (1) The Town's fiscal year is from October 1st to September 30th. Beginning October 1st, the approved budgets are appropriated to the various funds and departments. Amendments may be made to the budget during the fiscal year in accordance with Town Charter provisions. These amendments shall be by ordinance and shall become an attachment to the original budget. Expenditures may not exceed appropriations at the department level without Town Council approval. The Town budgets for revenues and expenditures on a yearly basis. The final adoption of the Annual Budget takes place in September and the new fiscal year begins October 1. Final adoption of the budget by the Town Council constitutes the official appropriations as proposed by expenditures for the current year and constitute the basis of official levy of the property tax as the amount of tax to be assessed and collected for the corresponding tax year.
- (2) The Town Manager submits the proposed budget to Town Council, and it is made public for review. The proposed operating budget includes proposed expenditures and the means of financing them. This culminates into Town Council public hearings in August or September. At this time, the Town Council may further revise the proposed budget as it deems necessary. The final adoption of the Annual Budget takes place in September when the budget is legally enacted through the passage of an ordinance.
- (3) The budgetary and accounting policies contained in the budget document conform to generally accepted accounting principles (GAAP) as established by the Governmental Accounting Standards Board (GASB). The accounts of the Town are organized on the basis of funds and account groups, each of which is considered a separate budgetary and accounting entity.
- (4) Budgets are legally adopted for Governmental funds (General Fund, Impact Fee Fund, Debt Service Fund, Court Technology Fund, Court Security Fund, Parks Dedication Fund, Parks Improvement Fund, Police Special Purpose District Fund, Fire Special Purpose District Fund, TIRZ#1 Fund, TIRZ#2 Fund, Municipal Jury Fund, Contributions Fund, and the CARES Act Fund) and Proprietary Funds (Water and Sewer Fund, Stormwater Drainage Fund, and Internal Service Funds).
- (5) Budgetary comparison schedules are presented as required supplementary information for the General Fund and for each major special revenue fund. The Capital Projects Fund is budgeted over the life of the respective project and not on an annual basis. Escrow and ARPA Funds do not have legally adopted budgets. Accordingly, formal budgetary integration of these funds is not employed and comparison of actual results of operations to budgetary data for such funds is not presented.
- (6) The budgetary comparison schedules included in the required supplementary information present a comparison of budgetary data to actual results of operations for the General Fund and Impact Fees. A comparison of budgetary data to actual results of operations for the Debt Service Fund is presented as supplementary information.

2. EXCESS OF EXPENDITURES OVER APPROPRIATIONS

At September 30, 2021, no expenditures exceeded appropriations.



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TOWN OF PROSPER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
IMPACT FEE FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Impact fees	\$ 3,500,000	\$ 3,500,000	\$ 8,279,540	\$ 4,779,540
Investment income	<u>18,000</u>	<u>18,000</u>	<u>44,100</u>	<u>26,100</u>
Total Revenues	<u>3,518,000</u>	<u>3,518,000</u>	<u>8,323,640</u>	<u>4,805,640</u>
EXPENDITURES				
Public Works	<u>4,539,017</u>	<u>4,849,053</u>	<u>2,417,255</u>	<u>2,431,798</u>
Total expenditures	<u>4,539,017</u>	<u>4,849,053</u>	<u>2,417,255</u>	<u>2,431,798</u>
Excess of revenues over expenditures	<u>(1,021,017)</u>	<u>(1,331,053)</u>	<u>5,906,385</u>	<u>7,237,438</u>
OTHER FINANCING SOURCES (USES)				
Transfers out	<u>-</u>	<u>(320,025)</u>	<u>(320,025)</u>	<u>-</u>
Total other financing sources (uses)	<u>-</u>	<u>(320,025)</u>	<u>(320,025)</u>	<u>-</u>
CHANGE IN FUND BALANCE	<u>(1,021,017)</u>	<u>(1,651,078)</u>	<u>5,586,360</u>	<u>7,237,438</u>
FUND BALANCE - BEGINNING	<u>5,092,452</u>	<u>5,092,452</u>	<u>5,092,452</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 4,071,435</u>	<u>\$ 3,441,374</u>	<u>\$ 10,678,812</u>	<u>\$ 7,237,438</u>

TOWN OF PROSPER, TEXAS

Item 13.

**SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Measurement year December 31,	2020	2019	2018
Total pension liability			
Service cost	\$ 3,591,897	\$ 2,900,937	\$ 2,559,835
Interest on total pension liability	1,902,755	1,541,809	1,255,581
Difference between expected and actual experience	522,514	693,569	526,914
Change or assumptions	-	85,186	-
Benefit payments/refunds of contributions	(220,713)	(218,532)	(326,425)
Net change in total pension liability	<u>5,796,453</u>	<u>5,002,969</u>	<u>4,015,905</u>
Total pension liability, beginning	<u>26,503,374</u>	<u>21,500,405</u>	<u>17,484,500</u>
Total pension liability, ending (a)	<u>\$ 32,299,827</u>	<u>\$ 26,503,374</u>	<u>\$ 21,500,405</u>
Plan fiduciary net position			
Contributions - employer	\$ 2,537,000	\$ 2,051,549	\$ 1,802,565
Contributions - employee	1,311,595	1,059,841	932,591
Net investment income	1,766,968	2,727,479	(469,840)
Benefit payments/refunds of contributions	(220,713)	(218,532)	(326,425)
Administrative expenses	(11,377)	(15,339)	(9,048)
Other	(445)	(460)	(473)
Net change in fiduciary net position	<u>5,383,028</u>	<u>5,604,538</u>	<u>1,929,370</u>
Fiduciary net position, beginning	<u>23,163,696</u>	<u>17,559,158</u>	<u>15,629,788</u>
Fiduciary net position, ending (b)	<u>\$ 28,546,724</u>	<u>\$ 23,163,696</u>	<u>\$ 17,559,158</u>
Net pension liability = (a)-(b)	<u>3,753,103</u>	<u>3,339,678</u>	<u>3,941,247</u>
Fiduciary net position as a percentage of total pension liability	88.38%	87.40%	81.67%
Covered - employee payroll	\$ 18,737,073	\$ 15,140,587	\$ 13,304,757
Net Pension liability as a percentage of covered employee payroll	20.03%	22.06%	29.62%

Note: GASB Statement 68 requires this schedule to report 10 years of data. Data prior to 2014 is not available.

2017	2016	2015	2014
\$ 2,156,520 1,046,888	\$ 1,719,445 874,511	\$ 1,457,871 732,791	\$ 1,149,110 610,963
(42,762) -	(103,100) -	264,111 (14,368)	(114,652) -
(214,667) 2,945,979	(96,666) 2,394,190	(71,162) 2,369,243	(47,637) 1,597,784
<u>14,538,521</u>	<u>12,144,331</u>	<u>9,775,088</u>	<u>8,177,304</u>
\$ <u>17,484,500</u>	\$ <u>14,538,521</u>	\$ <u>12,144,331</u>	\$ <u>9,775,088</u>
\$ 1,526,920 794,089 1,650,563	\$ 1,101,478 623,310 650,853	\$ 914,153 539,096 12,145	\$ 723,677 471,670 383,420
(214,667) (8,534) (433)	(96,666) (7,335) (397)	(71,162) (7,392) (365)	(47,637) (4,000) (329)
<u>3,747,938</u>	<u>2,271,243</u>	<u>1,386,475</u>	<u>1,526,801</u>
<u>11,881,849</u>	<u>9,610,606</u>	<u>8,224,131</u>	<u>6,697,330</u>
\$ <u>15,629,787</u>	\$ <u>11,881,849</u>	\$ <u>9,610,606</u>	\$ <u>8,224,131</u>
<u>1,854,713</u>	<u>2,656,672</u>	<u>2,533,725</u>	<u>1,550,957</u>
89.39%	81.73%	79.14%	84.13%
\$ 11,344,133	\$ 8,904,427	\$ 7,701,377	\$ 6,738,149
16.35%	29.84%	32.90%	23.02%

TOWN OF PROSPER, TEXAS

Item 13.

**SCHEDULE OF EMPLOYER CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

Fiscal Year ended September 30,	2021	2020
Actuarially determined contribution	\$ 2,790,352	\$ 2,364,494
Contributions in relation to the actuarially determined contribution	<u>2,790,352</u>	<u>2,364,494</u>
Contribution deficiency (excess)	-	-
Covered payroll	20,382,993	17,470,665
Contributions as a percentage of covered payroll	13.69%	13.53%

Note: GASB Statement No. 68 requires 10 years of data to be provided in this schedule. As of yearend, all years are not available. Additional years will be added in the future as the information becomes available.

NOTES TO SCHEDULE OF CONTRIBUTIONS**Valuation Date:**

Actuarially determined contribution rates are calculated as of December 31st and become effective in January, 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial cost method	Entry Age Normal
Amortization method	Level Percentage of Payroll, Closed
Remaining amortization period	24 years
Asset valuation method	10 year smoothed market; 12% soft corridor
Inflation	2.50%
Salary increases	3.50% to 11.50% including inflation
Investment rate of return	6.75%
Retirement age	Experience-based table of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014 - 2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee table used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes There were no benefit changes during the year.

Note: GASB Statement 68 requires this schedule to report 10 years of data. Data prior to 2015 is not available.

2019	2018	2017	2016	2015
\$ 1,974,212	\$ 1,739,754	\$ 1,460,414	\$ 1,073,556	\$ 842,892
<u>1,974,212</u>	<u>1,739,754</u>	<u>1,431,283</u>	<u>1,072,237</u>	<u>842,892</u>
-	-	29,131	1,319	-
14,574,706	12,884,881	10,850,030	7,678,705	7,560,918
13.55%	13.50%	13.20%	12.40%	11.10%



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COMBINING AND INDIVIDUAL FUND SCHEDULES



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NONMAJOR GOVERNMENTAL FUNDS

Item 13.

COURT TECHNOLOGY FUND – This fund is to account for a misdemeanor offense and pay a technology fee as technology cost of the Court. These funds are used to finance the purchase of, or to maintain technology enhancements for the Municipal Court for the following: computer systems, networks, hardware and software, electric kiosks, electronic ticket writers, and docket management systems.

COURT SECURITY FUND – This fund is used to account for a misdemeanor offense and pay a security fee as a cost of the court. These funds are used to finance security personnel, services and items related to the facility that house the operations of the municipal court.

PARKS DEDICATION FUND – This fund is to account for contributions to the Town for the creation of parks within the Town per development agreements. Fund expenditures must be used for the acquisition, development, expansion, or upgrading of parks located within the same park district or general area where the proposed development for which payment was made is located.

PARKS IMPROVEMENT FUND – This fund is to account for contributions to the Town for improvements to Town parks per development agreements. Developers are reimbursed for the reasonable costs of any park improvements constructed and accepted by the Town.

POLICE SPD – The Town of Prosper held a special election in 2018 that established a Crime Control and Prevention Special Purpose District allowed under Texas Local Government Code, Chapter 363 and Texas Tax Code, Section 323.105. Crime Control and Prevention District is dedicated to crime reduction programs and the dedication of a one-fourth of one percent sales and use tax.

FIRE SPD – The Town of Prosper held a special election in 2018 that established a Fire Control, Prevention, and Emergency Medical Services Special Purpose District allowed under Texas Local Government Code, Chapter 344 and Texas Tax Code, Section 321.106. Fire Control, Prevention and Emergency Medical Services District is dedicated to fire safety and emergency medical services programs and the dedication of a one-fourth of one percent sales and use tax.

TIRZ 1 FUND – The Town of Prosper designated a certain area within the Town as Tax Increment Reinvestment Zone Number 1 in 2008. The Town Council desires to promote the development or redevelopment of said geographic area by designation of a reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code. This fund is to account for the restricted revenue sources detailed in the agreement along with the reimbursements to the developer for agreed upon expenditures.

TIRZ 2 FUND – The Town of Prosper designated a certain area within the Town as Tax Increment Reinvestment Zone Number 2 in 2013. The Town Council desires to promote the development or redevelopment of said geographic area by designation of a reinvestment zone, as authorized by the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code. This fund is to account for the restricted revenue sources detailed in the agreement along with the reimbursements to the developer for agreed upon expenditures.

MUNICIPAL JURY FUND – This fund is used to fund juror reimbursements and otherwise finance jury services.

CARES ACT FUND – The Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27th, 2020. This fund is used to account for grant funds awarded and expenditures related to the CARES Act.

CONTRIBUTIONS FUND – This fund is used to account for various special revenue sources. Typical revenues seen in this fund would include Police Department donations, Fire Department donations, Police Seized funds, Child Safety funds, and developer contributions.

TOWN OF PROSPER, TEXAS

Item 13.

COMBINING BALANCE SHEET - NONMAJOR GOVERNMENTAL FUNDS

SEPTEMBER 30, 2021

	Court Technology Fund	Court Security Fund	Parks Dedication Fund	Parks Improvement Fund
ASSETS				
Cash and cash equivalents	\$ 6,123	\$ 12,178	\$ 748,236	\$ 443,594
Investments	9,529	18,952	1,164,405	690,320
Taxes receivable (net)	-	-	-	-
Accounts receivable (net)	-	-	-	-
Accrued interest	<u>17</u>	<u>34</u>	<u>2,061</u>	<u>1,222</u>
Total assets	<u>15,669</u>	<u>31,164</u>	<u>1,914,702</u>	<u>1,135,136</u>
LIABILITIES				
Accounts payable and accrued expenses	-	-	-	137,171
Retainage payable	<u>-</u>	<u>-</u>	<u>-</u>	<u>17,939</u>
Total liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>155,110</u>
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenue:				
Interest	<u>-</u>	<u>-</u>	<u>11</u>	<u>6</u>
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>11</u>	<u>6</u>
FUND BALANCES				
Restricted for:				
Capital projects	-	-	-	-
Courts	15,669	31,164	-	-
Police	-	-	-	-
Fire	-	-	-	-
Parks	-	-	1,914,691	980,020
Other	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total fund balances	<u>15,669</u>	<u>31,164</u>	<u>1,914,691</u>	<u>980,020</u>
Total liabilities, deferred inflows of				
Resources and fund balances	\$ <u>15,669</u>	\$ <u>31,164</u>	\$ <u>1,914,702</u>	\$ <u>1,135,136</u>

Crime Control District	Fire Prevention District	TIRZ 1 Fund	TIRZ 2 Fund	Municipal Jury Fund	CARES Act Fund	Contributions Fund	Total Nonmajor Governmental Funds
\$ 12,221	\$ 11,595	\$ 655,256	\$ 9,792	\$ 97	\$ -	\$ 308,910	\$ 2,208,002
19,019	18,044	1,019,711	15,239	151	-	480,724	3,436,094
444,095	441,926	237,613	-	-	-	-	1,123,634
-	-	-	-	-	-	7,678	7,678
34	32	1,805	27	-	-	851	6,083
<u>475,369</u>	<u>471,597</u>	<u>1,914,385</u>	<u>25,058</u>	<u>248</u>	<u>-</u>	<u>798,163</u>	<u>6,781,491</u>
44,700	57,812	443,767	-	-	-	-	683,450
-	-	-	-	-	-	-	17,939
<u>44,700</u>	<u>57,812</u>	<u>443,767</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>701,389</u>
-	-	9	-	-	-	4	30
-	-	9	-	-	-	4	30
-	-	1,470,609	25,058	-	-	-	1,495,667
-	-	-	-	248	-	-	47,081
430,669	-	-	-	-	-	171,136	601,805
-	413,785	-	-	-	-	13,153	426,938
-	-	-	-	-	-	-	2,894,711
-	-	-	-	-	-	613,870	613,870
<u>430,669</u>	<u>413,785</u>	<u>1,470,609</u>	<u>25,058</u>	<u>248</u>	<u>-</u>	<u>798,159</u>	<u>6,080,072</u>
\$ <u>475,369</u>	\$ <u>471,597</u>	\$ <u>1,914,385</u>	\$ <u>25,058</u>	\$ <u>248</u>	\$ <u>-</u>	\$ <u>798,163</u>	\$ <u>6,781,491</u>

TOWN OF PROSPER, TEXAS

Item 13.

**COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - NONMAJOR GOVERNMENTAL FUNDS**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Court Technology Fund	Court Security Fund	Parks Dedication Fund	Parks Improvement Fund
REVENUES				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Sales	-	-	-	-
Impact fees	-	-	-	-
Grants	-	-	-	500,000
Investment income	99	176	8,944	5,265
Fines, fees, warrants, and seizures	7,117	8,321	-	-
Contributions	-	-	19,946	123,370
Miscellaneous	-	-	-	-
Total revenues	<u>7,216</u>	<u>8,497</u>	<u>28,890</u>	<u>628,635</u>
EXPENDITURES				
Current:				
Administration	9,050	11,634	-	-
Police	-	-	-	-
Fire	-	-	-	-
Community services	-	-	-	815,066
Total expenditures	<u>9,050</u>	<u>11,634</u>	<u>-</u>	<u>815,066</u>
Excess (Deficiency) of revenue Over expenditures	<u>(1,834)</u>	<u>(3,137)</u>	<u>28,890</u>	<u>(186,431)</u>
OTHER FINANCING SOURCES				
Transfers in	<u>-</u>	<u>-</u>	<u>392,217</u>	<u>-</u>
Total Other Financing Sources	<u>-</u>	<u>-</u>	<u>392,217</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	<u>(1,834)</u>	<u>(3,137)</u>	<u>421,107</u>	<u>(186,431)</u>
FUND BALANCES - BEGINNING	17,503	34,301	1,493,584	1,166,451
PRIOR PERIOD ADJUSTMENTS	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCES, BEGINNING, RESTATED	<u>17,503</u>	<u>34,301</u>	<u>1,493,584</u>	<u>1,166,451</u>
FUND BALANCES - ENDING	<u>\$ 15,669</u>	<u>\$ 31,164</u>	<u>\$ 1,914,691</u>	<u>\$ 980,020</u>

Crime Control District	Fire Prevention District	TIRZ 1 Fund	TIRZ 2 Fund	Municipal Jury Fund	CARES Act Fund	Contributions Fund	Total Nonmajor Governmental Funds
\$ -	\$ -	\$ 609,152	\$ 13,484	\$ -	\$ -	\$ -	\$ 622,636
2,192,022	2,183,482	1,267,842	-	-	-	-	5,643,346
-	-	962,724	-	-	-	-	962,724
-	-	-	-	-	1,419,369	-	1,919,369
1,642	654	3,691	155	-	-	2,690	23,316
-	-	-	-	157	-	5,575	21,170
-	-	-	-	-	-	382,369	525,685
-	-	-	-	-	-	3,111	3,111
<u>2,193,664</u>	<u>2,184,136</u>	<u>2,843,409</u>	<u>13,639</u>	<u>157</u>	<u>1,419,369</u>	<u>393,745</u>	<u>9,721,357</u>
-	-	2,135,556	13,770	-	1,420,611	25,432	3,616,053
2,065,434	-	-	-	-	-	-	2,065,434
-	1,974,333	-	-	-	-	-	1,974,333
-	-	-	-	-	-	-	815,066
<u>2,065,434</u>	<u>1,974,333</u>	<u>2,135,556</u>	<u>13,770</u>	<u>-</u>	<u>1,420,611</u>	<u>25,432</u>	<u>8,470,886</u>
<u>128,230</u>	<u>209,803</u>	<u>707,853</u>	<u>(131)</u>	<u>157</u>	<u>(1,242)</u>	<u>368,313</u>	<u>1,250,471</u>
-	-	-	-	-	-	-	392,217
-	-	-	-	-	-	-	392,217
128,230	209,803	707,853	(131)	157	(1,242)	368,313	1,642,688
302,439	203,982	301,260	25,189	91	1,242	429,846	3,975,888
-	-	461,496	-	-	-	-	461,496
<u>302,439</u>	<u>203,982</u>	<u>762,756</u>	<u>25,189</u>	<u>91</u>	<u>1,242</u>	<u>429,846</u>	<u>4,437,384</u>
\$ <u>430,669</u>	\$ <u>413,785</u>	\$ <u>1,470,609</u>	\$ <u>25,058</u>	\$ <u>248</u>	\$ <u>-</u>	\$ <u>798,159</u>	\$ <u>6,080,072</u>

TOWN OF PROSPER, TEXAS

Item 13.

SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
DEBT SERVICE FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Property taxes	\$ 7,549,503	\$ 7,549,503	\$ 7,690,750	\$ 141,247
Investment income	45,000	45,000	24,381	(20,619)
Total Revenue	<u>7,594,503</u>	<u>7,594,503</u>	<u>7,715,131</u>	<u>120,628</u>
EXPENDITURES				
Debt service:				
Principal	4,275,377	4,275,377	4,275,377	-
Interest and fiscal charges	3,404,364	3,404,364	3,404,363	1
Bond issue costs and fees	20,000	20,000	14,670	5,330
Total Expenditures	<u>7,699,741</u>	<u>7,699,741</u>	<u>7,694,410</u>	<u>5,331</u>
Excess of revenues over expenditures	(105,238)	(105,238)	20,721	125,959
CHANGE IN FUND BALANCE	(105,238)	(105,238)	20,721	125,959
FUND BALANCE - BEGINNING	<u>2,619,367</u>	<u>2,619,367</u>	<u>2,619,367</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 2,514,129</u>	<u>\$ 2,514,129</u>	<u>\$ 2,640,088</u>	<u>\$ 125,959</u>

TOWN OF PROSPER, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
COURT TECHNOLOGY FUND
BUDGET AND ACTUAL**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Fines, fees, warrants, and seizures	\$ 8,200	\$ 8,200	\$ 7,117	\$ (1,083)
Investment income	150	150	99	(51)
Total revenues	<u>8,350</u>	<u>8,350</u>	<u>7,216</u>	<u>(1,134)</u>
EXPENDITURES				
Administration	<u>25,700</u>	<u>25,700</u>	<u>9,050</u>	<u>16,650</u>
Total expenditures	<u>25,700</u>	<u>25,700</u>	<u>9,050</u>	<u>16,650</u>
CHANGE IN FUND BALANCE	<u>(17,350)</u>	<u>(17,350)</u>	<u>(1,834)</u>	<u>15,516</u>
FUND BALANCE - BEGINNING	<u>17,503</u>	<u>17,503</u>	<u>17,503</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 153</u>	<u>\$ 153</u>	<u>\$ 15,669</u>	<u>\$ 15,516</u>

TOWN OF PROSPER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
COURT SECURITY FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Fines, fees, warrants, and seizures	\$ 7,000	\$ 7,000	\$ 8,321	\$ 1,321
Investment income	250	250	176	(74)
Total revenues	<u>7,250</u>	<u>7,250</u>	<u>8,497</u>	<u>1,247</u>
EXPENDITURES				
Administration	<u>18,528</u>	<u>18,528</u>	<u>11,634</u>	<u>6,894</u>
Total expenditures	<u>18,528</u>	<u>18,528</u>	<u>11,634</u>	<u>6,894</u>
CHANGE IN FUND BALANCE	<u>(11,278)</u>	<u>(11,278)</u>	<u>(3,137)</u>	<u>8,141</u>
FUND BALANCE - BEGINNING	<u>34,301</u>	<u>34,301</u>	<u>34,301</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 23,023</u>	<u>\$ 23,023</u>	<u>\$ 31,164</u>	<u>\$ 8,141</u>

TOWN OF PROSPER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
 PARKS DEDICATION FUND
 BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Contributions	\$ 200,000	\$ 200,000	\$ 19,946	\$ (180,054)
Investment income	8,000	8,000	8,944	944
Total revenues	<u>208,000</u>	<u>208,000</u>	<u>28,890</u>	<u>(179,110)</u>
EXPENDITURES				
Community service	<u>250,000</u>	<u>250,000</u>	<u>-</u>	<u>250,000</u>
Total Expenditures	<u>250,000</u>	<u>250,000</u>	<u>-</u>	<u>250,000</u>
OTHER FINANCING SOURCES				
Transfers in	<u>-</u>	<u>-</u>	<u>392,217</u>	<u>392,217</u>
Total other financing sources	<u>-</u>	<u>-</u>	<u>392,217</u>	<u>392,217</u>
CHANGE IN FUND BALANCE	<u>(42,000)</u>	<u>(42,000)</u>	<u>421,107</u>	<u>463,107</u>
FUND BALANCE - BEGINNING	<u>1,493,584</u>	<u>1,493,584</u>	<u>1,493,584</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 1,451,584</u>	<u>\$ 1,451,584</u>	<u>\$ 1,914,691</u>	<u>\$ 463,107</u>

TOWN OF PROSPER, TEXAS

Item 13.

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
PARKS IMPROVEMENT FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Investment income	\$ 7,500	\$ 7,500	\$ 5,265	\$ (2,235)
Grants	500,000	500,000	500,000	-
Contributions	100,000	100,000	123,370	23,370
Total revenues	<u>607,500</u>	<u>607,500</u>	<u>628,635</u>	<u>21,135</u>
EXPENDITURES				
Community service	<u>1,546,255</u>	<u>1,649,567</u>	<u>815,066</u>	<u>834,501</u>
Total Expenditures	<u>1,546,255</u>	<u>1,649,567</u>	<u>815,066</u>	<u>834,501</u>
CHANGE IN FUND BALANCE	<u>(938,755)</u>	<u>(1,042,067)</u>	<u>(186,431)</u>	<u>855,636</u>
FUND BALANCE - BEGINNING	<u>1,166,451</u>	<u>1,166,451</u>	<u>1,166,451</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 227,696</u>	<u>\$ 124,384</u>	<u>\$ 980,020</u>	<u>\$ 855,636</u>

TOWN OF PROSPER, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
CRIME CONTROL DISTRICT FUND
BUDGET AND ACTUAL**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Sales taxes	\$ 1,564,807	\$ 2,068,570	\$ 2,192,022	\$ 123,452
Investment income	300	1,690	1,642	(48)
Total revenues	<u>1,565,107</u>	<u>2,070,260</u>	<u>2,193,664</u>	<u>123,404</u>
EXPENDITURES				
Police	<u>1,425,708</u>	<u>2,065,435</u>	<u>2,065,434</u>	<u>1</u>
Total expenditures	<u>1,425,708</u>	<u>2,065,435</u>	<u>2,065,434</u>	<u>1</u>
CHANGE IN FUND BALANCE	<u>139,399</u>	<u>4,825</u>	<u>128,230</u>	<u>123,405</u>
FUND BALANCE - BEGINNING	<u>302,439</u>	<u>302,439</u>	<u>302,439</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 441,838</u>	<u>\$ 307,264</u>	<u>\$ 430,669</u>	<u>\$ 123,405</u>

TOWN OF PROSPER, TEXAS

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
FIRE PREVENTION DISTRICT FUND
BUDGET AND ACTUAL**

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Sales taxes	\$ 1,564,807	\$ 2,061,850	\$ 2,183,482	\$ 121,632
Investment income	-	660	654	(6)
Total revenues	<u>1,564,807</u>	<u>2,062,510</u>	<u>2,184,136</u>	<u>121,626</u>
EXPENDITURES				
Fire	<u>1,490,812</u>	<u>1,974,335</u>	<u>1,974,333</u>	<u>2</u>
Total expenditures	<u>1,490,812</u>	<u>1,974,335</u>	<u>1,974,333</u>	<u>2</u>
CHANGE IN FUND BALANCE	<u>73,995</u>	<u>88,175</u>	<u>209,803</u>	<u>121,628</u>
FUND BALANCE - BEGINNING	<u>203,982</u>	<u>203,982</u>	<u>203,982</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 277,977</u>	<u>\$ 292,157</u>	<u>\$ 413,785</u>	<u>\$ 121,628</u>

TOWN OF PROSPER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
TIRZ 1 FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Property taxes	\$ 687,722	\$ 687,722	\$ 609,152	\$(78,570)
Sales taxes	1,033,306	1,033,306	1,267,842	234,536
Impact fees	1,000,000	1,000,000	962,724	(37,276)
Investment income	2,000	2,000	3,691	1,691
Total revenues	<u>2,723,028</u>	<u>2,723,028</u>	<u>2,843,409</u>	<u>120,381</u>
EXPENDITURES				
Administration	<u>2,723,028</u>	<u>2,723,028</u>	<u>2,135,556</u>	<u>587,472</u>
Total expenditures	<u>2,723,028</u>	<u>2,723,028</u>	<u>2,135,556</u>	<u>587,472</u>
Excess of revenues over expenditures	<u>-</u>	<u>-</u>	<u>707,853</u>	<u>707,853</u>
CHANGE IN FUND BALANCE	<u>-</u>	<u>-</u>	<u>707,853</u>	<u>707,853</u>
FUND BALANCE - BEGINNING	<u>301,260</u>	<u>301,260</u>	<u>301,260</u>	<u>-</u>
PRIOR PERIOD ADJUSTMENTS	<u>-</u>	<u>-</u>	<u>461,496</u>	<u>461,496</u>
FUND BALANCES, BEGINNING, RESTATED	<u>-</u>	<u>-</u>	<u>762,756</u>	<u>762,756</u>
FUND BALANCE - ENDING	<u>\$ 301,260</u>	<u>\$ 301,260</u>	<u>\$ 1,470,609</u>	<u>\$ 1,169,349</u>

TOWN OF PROSPER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
TIRZ 2 FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Sales tax	\$ 20	\$ -	\$ -	\$ -
Property taxes	12,837	13,485	13,484	(1)
Investment income	150	200	155	(45)
Total Revenues	<u>13,007</u>	<u>13,685</u>	<u>13,639</u>	<u>(46)</u>
EXPENDITURES				
Administration	<u>13,007</u>	<u>13,775</u>	<u>13,770</u>	<u>5</u>
Total expenditures	<u>13,007</u>	<u>13,775</u>	<u>13,770</u>	<u>5</u>
CHANGE IN FUND BALANCE	<u>-</u>	<u>(90)</u>	<u>(131)</u>	<u>(41)</u>
FUND BALANCE - BEGINNING	<u>25,189</u>	<u>25,189</u>	<u>25,189</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 25,189</u>	<u>\$ 25,099</u>	<u>\$ 25,058</u>	<u>\$ (41)</u>

TOWN OF PROSPER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
MUNICIPAL JURY FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Fines, fees, warrants, and seizures	\$ -	\$ -	\$ 157	\$ 157
Total Revenues	<u>-</u>	<u>-</u>	<u>157</u>	<u>157</u>
 CHANGE IN FUND BALANCE	 <u>-</u>	 <u>-</u>	 <u>157</u>	 <u>157</u>
 FUND BALANCE - BEGINNING	 <u>91</u>	 <u>91</u>	 <u>91</u>	 <u>-</u>
 FUND BALANCE - ENDING	 <u>\$ 91</u>	 <u>\$ 91</u>	 <u>\$ 248</u>	 <u>\$ 157</u>

TOWN OF PROSPER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
 CARES ACT FUND
 BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Grants	\$ -	\$ 1,419,080	\$ 1,419,369	\$ 289
Total Revenues	-	1,419,080	1,419,369	289
EXPENDITURES				
Administration	-	1,420,318	1,420,611	(293)
Total expenditures	-	1,420,318	1,420,611	(293)
CHANGE IN FUND BALANCE	-	(1,238)	(1,242)	(4)
FUND BALANCE - BEGINNING	1,242	1,242	1,242	-
FUND BALANCE - ENDING	\$ 1,242	\$ 4	\$ -	\$ (4)

TOWN OF PROSPER, TEXAS

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND NET POSITION
CONTRIBUTIONS FUND
BUDGET AND ACTUAL

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Original Budget	Final Budget	Actual Amounts	Variance With Final Budget Positive (Negative)
REVENUES				
Investment income	\$ 2,000	\$ 2,000	\$ 2,690	\$ 690
Contributions	37,000	37,000	382,369	345,369
Fines, fees, warrants, and seizures	-	-	5,575	5,575
Miscellaneous	-	-	3,111	3,111
Total Revenues	<u>39,000</u>	<u>39,000</u>	<u>393,745</u>	<u>354,745</u>
EXPENDITURES				
Administration	<u>227,018</u>	<u>231,175</u>	<u>25,432</u>	<u>205,743</u>
Total Expenditures	<u>227,018</u>	<u>231,175</u>	<u>25,432</u>	<u>205,743</u>
Excess of revenues over expenditures	<u>(188,018)</u>	<u>(192,175)</u>	<u>368,313</u>	<u>560,488</u>
CHANGE IN FUND BALANCE	<u>(188,018)</u>	<u>(192,175)</u>	<u>368,313</u>	<u>560,488</u>
FUND BALANCE - BEGINNING	<u>429,846</u>	<u>429,846</u>	<u>429,846</u>	<u>-</u>
FUND BALANCE - ENDING	<u>\$ 241,828</u>	<u>\$ 237,671</u>	<u>\$ 798,159</u>	<u>\$ 560,488</u>

INTERNAL SERVICE FUNDS

Item 13.

VEHICLE & EQUIPMENT REPLACEMENT FUND (VERF) – Used to accumulate sufficient resources to replace existing vehicles and equipment when they reach or exceed their useful life. The internal program was designed for departments to contribute annual payments to the fund based on the number, type, average life expectancy, and the projected replacement cost of the vehicles/equipment.

HEALTH INSURANCE TRUST FUND - The Town of Prosper initiated a self-funded health and dental plan effective January 1, 2017 for Town employees and their dependents. The Town maintains the Employee Health Insurance Trust Fund to account for the Town's employee health and dental care coverage.

TOWN OF PROSPER, TEXAS

Item 13.

COMBINING STATEMENT OF NET POSITION - INTERNAL SERVICE FUNDS

SEPTEMBER 30, 2021

	Vehicle & Equipment Replacement	Health Insurance Trust Fund	Total Internal Service Funds
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 1,624,398	\$ 328,465	\$ 1,952,863
Investments	2,529,866	458,245	2,988,111
Receivables, net	-	39,566	39,566
Accrued interest	4,478	811	5,289
Prepays	-	-	-
Total current assets	<u>4,158,742</u>	<u>827,087</u>	<u>4,985,829</u>
Noncurrent assets:			
Capital assets:			
Depreciable, net	<u>3,356,352</u>	<u>-</u>	<u>3,356,352</u>
Total noncurrent assets	<u>3,356,352</u>	<u>-</u>	<u>3,356,352</u>
Total assets	<u>7,515,094</u>	<u>827,087</u>	<u>8,342,181</u>
LIABILITIES			
Current liabilities:			
Accounts payable and accrued expenses	<u>196,402</u>	<u>259,874</u>	<u>456,276</u>
Total current liabilities	<u>196,402</u>	<u>259,874</u>	<u>456,276</u>
Noncurrent liabilities:			
Total liabilities	<u>196,402</u>	<u>259,874</u>	<u>456,276</u>
DEFERRED INFLOWS OF RESOURCES			
NET POSITION			
Net investment in capital assets	3,356,352	-	3,356,352
Unrestricted	<u>3,962,340</u>	<u>567,213</u>	<u>4,529,553</u>
Total net position	\$ <u>7,318,692</u>	\$ <u>567,213</u>	\$ <u>7,885,905</u>

TOWN OF PROSPER, TEXAS

Item 13.

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES
IN NET POSITION - INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	Vehicle & Equipment Replacement	Health Insurance Trust Fund	Total Internal Service Funds
OPERATING REVENUES			
Charges for services:			
Health charges	\$ -	\$ 3,233,653	\$ 3,233,653
Equipment replacement	812,273	-	812,273
Miscellaneous	<u>308,637</u>	<u>154,824</u>	<u>463,461</u>
Total operating revenues	<u>1,120,910</u>	<u>3,388,477</u>	<u>4,509,387</u>
OPERATING EXPENSES			
Materials and supplies	36,377	-	36,377
Contractual services	-	130,400	130,400
Employee health insurance	-	3,448,426	3,448,426
Other operating costs	14,137	-	14,137
Depreciation	<u>561,545</u>	<u>-</u>	<u>561,545</u>
Total operating costs	<u>612,059</u>	<u>3,578,826</u>	<u>4,190,885</u>
Operating income (loss)	<u>508,851</u>	<u>(190,349)</u>	<u>318,502</u>
NON-OPERATING REVENUES (EXPENSES)			
Investment income	10,374	1,470	11,844
Loss on disposal of property	<u>(25,186)</u>	<u>-</u>	<u>(25,186)</u>
Total non-operating revenues (expenses)	<u>(14,812)</u>	<u>1,470</u>	<u>(13,342)</u>
Income (loss) before contributions and transfers	<u>494,039</u>	<u>(188,879)</u>	<u>305,160</u>
CHANGE IN NET POSITION	<u>494,039</u>	<u>(188,879)</u>	<u>305,160</u>
NET POSITION - BEGINNING	<u>6,824,653</u>	<u>756,092</u>	<u>7,580,745</u>
NET POSITION - END OF YEAR	\$ <u>7,318,692</u>	\$ <u>567,213</u>	\$ <u>7,885,905</u>

TOWN OF PROSPER, TEXAS

Item 13.

COMBINING STATEMENT OF CASH FLOWS - INTERNAL SERVICE FUNDS

FOR THE YEAR ENDED SEPTEMBER 30, 2021

	<u>Vehicle & Equipment Replacement</u>	<u>Health Insurance Trust Fund</u>	<u>Total Internal Service Funds</u>
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from customers and users	\$ 1,120,910	\$ 3,379,011	\$ 4,499,921
Cash payment to suppliers for goods and services	(45,568)	-	(45,568)
Cash payments for health expense	-	(3,502,526)	(3,502,526)
Net cash provided by operating activities	<u>1,075,342</u>	<u>(123,515)</u>	<u>951,827</u>
CASH FLOWS FROM CAPITAL & RELATED FINANCING ACTIVITIES			
Acquisition and construction of capital assets	(698,080)	-	(698,080)
Net cash provided (used) by capital and related financing activities	<u>(698,080)</u>	<u>-</u>	<u>(698,080)</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Investment purchases	(382,958)	77,031	(305,927)
Interest on deposits and investments	<u>34,669</u>	<u>16,794</u>	<u>51,463</u>
Net cash provided by (used in) investing activities	<u>(348,289)</u>	<u>93,825</u>	<u>(254,464)</u>
Net (decrease) increase in cash and cash equivalents	28,973	(29,690)	(717)
Cash and cash equivalents at beginning of year	<u>1,595,425</u>	<u>358,155</u>	<u>1,953,580</u>
Cash and cash equivalents at end of year	<u>1,624,398</u>	<u>328,465</u>	<u>1,952,863</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES			
Operating income (loss)	508,851	(190,349)	318,502
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	561,545	-	561,545
Decrease (increase) in accounts receivable	-	(9,466)	(9,466)
Decrease (increase) in prepaid	4,946	-	4,946
Increase (decrease) in accounts payable	-	76,300	76,300
Net cash provided by operating activities	<u>\$ 1,075,342</u>	<u>\$(123,515)</u>	<u>\$ 951,827</u>



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STATISTICAL SECTION



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This part of the Town's annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information says about the Town's overall financial health.

	<u>Page Number</u>
Financial Trends	73
These schedules contain trend information to help the reader understand how the Town's financial performance and well-being have changed over time.	
Revenue Capacity	83
These schedules contain information to help the reader assess the Town's most significant local revenue sources. Although sales taxes are the Town's most significant local revenue source, information about revenue base is unavailable and information about principal revenue payers is confidential under Texas statutes. Trend information about sales tax revenues is provided in Table 6. Additionally, information about the Town's second most significant local revenue source, the property tax, is provided.	
Debt Capacity	90
These schedules present information to help the reader assess the affordability of the Town's current levels of outstanding debt and the Town's ability to issue additional debt in the future.	
Demographic and Economic Information	96
These schedules offer demographic and economic indicators to help the reader understand the environment within which the Town's financial activities take place.	
Operating Information	98
These schedules contain service and infrastructure data to help the reader understand how the information in the Town's financial report relates to the services the Town provides and the activities it performs.	

Sources –Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Report for the relevant year.

TOWN OF PROSPER, TEXAS

NET POSITION BY COMPONENT

LAST TEN FISCAL YEARS
 (ACCRUAL BASIS OF ACCOUNTING)
 (AMOUNTS EXPRESSED IN THOUSANDS)
 (UNAUDITED)

	Fiscal Year			
	2012	2013	2014	2015
Governmental activities				
Net investment in capital assets	\$ 41,798	\$ 43,471	\$ 45,398	\$ 50,132
Restricted	10,849	9,882	13,459	18,551
Unrestricted	8,432	10,176	10,126	11,485
Total governmental activities net position	\$ 61,079	\$ 63,529	\$ 68,983	\$ 80,168
Business-type activities				
Net investment in capital assets	\$ 6,058	\$ 12,643	\$ 19,708	\$ 21,119
Restricted	-	-	-	-
Unrestricted	9,090	5,319	3,584	3,351
Total business-type activities net position	\$ 15,148	\$ 17,962	\$ 23,292	\$ 24,470
Primary government				
Net investment in capital assets	\$ 47,856	\$ 56,114	\$ 65,106	\$ 71,251
Restricted	10,849	9,882	13,459	18,551
Unrestricted	17,522	15,495	13,710	14,836
Total primary government net position	\$ 76,227	\$ 81,491	\$ 92,275	\$ 104,638

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 60,997	\$ 63,158	\$ 126,774	\$ 150,815	\$ 169,774	\$ 211,506
14,275	7,549	2,332	1,945	5,534	6,231
<u>20,672</u>	<u>27,898</u>	<u>16,266</u>	<u>14,750</u>	<u>18,455</u>	<u>33,508</u>
\$ <u>95,944</u>	\$ <u>98,605</u>	\$ <u>145,372</u>	\$ <u>167,510</u>	\$ <u>193,763</u>	\$ <u>251,245</u>
\$ 4,772	\$ 12,598	\$ 93,021	\$ 112,197	\$ 127,806	\$ 147,067
-	4,722	-	-	-	-
<u>24,391</u>	<u>23,010</u>	<u>14,696</u>	<u>12,177</u>	<u>14,758</u>	<u>24,909</u>
\$ <u>29,163</u>	\$ <u>40,330</u>	\$ <u>107,717</u>	\$ <u>124,374</u>	\$ <u>142,564</u>	\$ <u>171,976</u>
\$ 65,769	\$ 75,756	\$ 219,795	\$ 263,012	\$ 297,580	\$ 358,573
14,307	12,271	2,332	1,945	5,534	6,231
<u>45,031</u>	<u>50,908</u>	<u>30,962</u>	<u>26,927</u>	<u>33,213</u>	<u>58,417</u>
\$ <u>125,107</u>	\$ <u>138,935</u>	\$ <u>253,089</u>	\$ <u>291,884</u>	\$ <u>336,327</u>	\$ <u>423,221</u>

TOWN OF PROSPER, TEXAS

Item 13.

CHANGE IN NET POSITION

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)
(UNAUDITED)

	Fiscal Year			
	2012	2013	2014	2015
Expenses				
Governmental activities:				
General government	\$ 2,785	\$ 2,890	\$ 3,698	\$ 4,922
Public safety	4,341	5,052	5,610	6,129
Public works	1,616	1,825	2,667	3,495
Culture and recreation	1,546	1,886	2,462	2,747
Economic development	-	-	-	-
Interest on long-term debt	1,108	1,318	1,119	4,409
Total governmental activities expenses	<u>11,396</u>	<u>12,971</u>	<u>15,556</u>	<u>21,702</u>
Business-type activities:				
Water, sewer, and sanitation	<u>5,476</u>	<u>6,293</u>	<u>7,464</u>	<u>9,282</u>
Total business-type activities expenses	<u>5,476</u>	<u>6,293</u>	<u>7,464</u>	<u>9,282</u>
Total primary government expenses	<u>16,872</u>	<u>19,264</u>	<u>23,020</u>	<u>30,984</u>
Program Revenues				
Governmental activities:				
Charges for services:				
General government	1,992	2,210	2,588	3,428
Public safety	312	352	585	628
Culture and recreation	-	2	4	42
Economic development	-	-	-	-
Public works	-	-	-	-
Operating grants and contributions	266	93	113	101
Capital grants and contributions	<u>5,356</u>	<u>5,716</u>	<u>5,277</u>	<u>7,907</u>
Total governmental activities program revenues	<u>7,926</u>	<u>8,373</u>	<u>8,567</u>	<u>12,106</u>
Business-type activities:				
Charges for services:				
Water, sewer and sanitation	8,021	9,099	9,080	10,918
Operating grants and contributions	-	-	-	-
Capital grants and contributions	<u>-</u>	<u>-</u>	<u>3,897</u>	<u>-</u>
Total business-type activities program revenues	<u>8,021</u>	<u>9,099</u>	<u>12,977</u>	<u>10,918</u>
Total primary government program revenues	<u>15,947</u>	<u>17,472</u>	<u>21,544</u>	<u>23,024</u>
Net (expense) revenue:				
Governmental activities	(3,470)	(4,598)	(6,989)	(6,658)
Business-type activities	<u>2,545</u>	<u>2,806</u>	<u>5,513</u>	<u>1,635</u>
Total primary government net expense	<u>(925)</u>	<u>(1,792)</u>	<u>(1,476)</u>	<u>(5,023)</u>

Fiscal Year					
2016	2017	2018 ^A	2019	2020	2021
\$ 4,884	\$ 5,884	\$ 5,633	\$ 7,937	\$ 12,036	\$ 10,516
7,027	9,256	10,853	12,013	14,830	16,969
6,701	5,974	4,836	5,645	6,907	9,924
2,973	3,357	5,226	4,687	5,297	5,852
921	1,880	4,205	2,715	2,413	3,622
1,571	1,774	2,297	3,070	3,089	3,691
<u>24,077</u>	<u>28,125</u>	<u>33,050</u>	<u>36,067</u>	<u>44,572</u>	<u>50,574</u>
<u>10,522</u>	<u>15,209</u>	<u>19,487</u>	<u>23,305</u>	<u>24,772</u>	<u>27,480</u>
<u>10,522</u>	<u>15,209</u>	<u>19,487</u>	<u>23,305</u>	<u>24,772</u>	<u>27,480</u>
<u>34,599</u>	<u>43,334</u>	<u>52,537</u>	<u>59,372</u>	<u>69,344</u>	<u>78,054</u>
4,261	4,761	1,018	1,937	1,646	2,013
796	899	518	567	661	1,361
98	148	227	310	114	413
-	-	4,673	3,882	4,523	6,819
-	-	-	5,609	7,447	9,252
127	198	138	156	1,253	2,488
<u>15,639</u>	<u>6,870</u>	<u>9,964</u>	<u>13,358</u>	<u>16,677</u>	<u>39,618</u>
<u>20,921</u>	<u>12,876</u>	<u>16,538</u>	<u>25,819</u>	<u>32,321</u>	<u>61,964</u>
13,495	14,539	19,200	21,125	24,225	26,667
-	-	-	-	-	8
<u>-</u>	<u>5,949</u>	<u>12,743</u>	<u>18,358</u>	<u>19,031</u>	<u>31,012</u>
<u>13,495</u>	<u>20,488</u>	<u>31,943</u>	<u>39,483</u>	<u>43,256</u>	<u>57,687</u>
<u>34,416</u>	<u>33,364</u>	<u>48,481</u>	<u>65,302</u>	<u>75,577</u>	<u>119,651</u>
(3,156)	(15,249)	(16,512)	(10,248)	(12,251)	11,390
<u>2,973</u>	<u>5,279</u>	<u>12,456</u>	<u>16,178</u>	<u>18,484</u>	<u>30,207</u>
<u>(183)</u>	<u>(9,970)</u>	<u>(4,056)</u>	<u>5,930</u>	<u>6,233</u>	<u>41,597</u>

TOWN OF PROSPER, TEXAS

CHANGE IN NET POSITION

LAST TEN FISCAL YEARS
(ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)
(UNAUDITED)

	Fiscal Year			
	2012	2013	2014	2015
General Revenues and Other Changes in Net Position				
Governmental activities:				
Taxes				
Property taxes	\$ 6,392	\$ 7,314	\$ 8,410	\$ 9,967
Sales taxes	1,942	2,478	2,807	4,355
Franchise taxes	505	520	596	737
Impact fees and escrow fees	628	-	-	-
Investment income	162	167	115	160
Miscellaneous	864	582	151	501
Transfers	352	(73)	364	521
Special item	-	-	-	-
Total governmental activities	<u>10,845</u>	<u>10,988</u>	<u>12,443</u>	<u>16,241</u>
Business-type activities:				
Investment income	96	175	105	80
Miscellaneous income	60	91	76	114
Transfers	(352)	73	(364)	(521)
Total business-type activities	<u>(196)</u>	<u>339</u>	<u>(183)</u>	<u>(327)</u>
Total primary government	<u>10,649</u>	<u>11,327</u>	<u>12,260</u>	<u>15,914</u>
Change in Net Position				
Governmental activities	7,375	6,389	5,454	9,583
Business-type activities	<u>2,349</u>	<u>3,145</u>	<u>5,330</u>	<u>1,308</u>
Total primary government	<u>\$ 9,724</u>	<u>\$ 9,534</u>	<u>\$ 10,784</u>	<u>\$ 10,891</u>

Source: Town financial statements

Note:

A - In 2018, the Town reclassified the Inspections, Code Enforcement, and Planning departments from General Government to Economic Development.

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 12,880	\$ 14,668	\$ 17,339	\$ 21,273	\$ 24,479	\$ 26,865
5,609	7,038	7,073	8,476	10,359	13,957
737	967	1,706	1,671	1,795	1,962
-	-	-	-	-	-
277	431	658	1,269	735	249
281	428	164	214	248	206
(1,751)	(5,622)	1,358	491	936	892
-	-	-	-	-	1,500
<u>18,033</u>	<u>17,910</u>	<u>28,298</u>	<u>33,394</u>	<u>38,552</u>	<u>45,631</u>
76	161	339	750	348	64
117	105	178	221	293	495
<u>1,751</u>	<u>5,622</u>	<u>(1,358)</u>	<u>(491)</u>	<u>(936)</u>	<u>(892)</u>
<u>1,944</u>	<u>5,888</u>	<u>(841)</u>	<u>480</u>	<u>(295)</u>	<u>(333)</u>
<u>19,977</u>	<u>23,798</u>	<u>27,457</u>	<u>33,874</u>	<u>38,257</u>	<u>45,298</u>
14,877	2,661	18,050	23,146	26,301	57,021
<u>4,917</u>	<u>11,167</u>	<u>15,337</u>	<u>16,658</u>	<u>18,189</u>	<u>29,874</u>
\$ <u>19,794</u>	\$ <u>13,828</u>	\$ <u>33,387</u>	\$ <u>39,804</u>	\$ <u>44,490</u>	\$ <u>86,895</u>

TOWN OF PROSPER, TEXAS**FUND BALANCES OF GOVERNMENTAL FUNDS**

LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)
(UNAUDITED)

	2012	2013	2014	2015
General Fund				
Nonspendable	\$ 9	\$ 27	\$ 6	\$ 2
Committed	1,715	1,855	2,152	2,588
Assigned	-	-	-	-
Unassigned	5,356	5,194	5,430	4,977
Total General Fund	<u>\$ 7,080</u>	<u>\$ 7,076</u>	<u>\$ 7,588</u>	<u>\$ 7,567</u>
All Other Governmental Funds				
Unreserved, reported in:				
Special revenue funds	\$ -	\$ -	\$ -	\$ -
Nonspendable	5	-	-	-
Restricted				
Debt service	890	1,187	1,159	1,470
Capital projects	16,838	17,799	17,699	27,414
Courts	-	-	-	-
Police	-	-	-	-
Fire	-	-	-	-
Grants	-	-	-	-
Parks	-	-	-	-
Other	-	-	-	-
Assigned	1,172	1,477	2,371	2,297
Total All Other Governmental Funds	<u>\$ 18,905</u>	<u>\$ 20,463</u>	<u>\$ 21,229</u>	<u>\$ 31,181</u>

Source: Balance Sheets - Governmental Funds in Towns ACFRs.

2016	2017	2018	2019	2020	2021
\$ 3	\$ 61	\$ 15	\$ 18	\$ 15	\$ 41
2,966	3,696	4,660	4,752	5,576	6,127
-	-	-	-	-	3,845
7,059	8,547	8,139	5,111	8,333	10,230
<u>\$ 10,028</u>	<u>\$ 12,304</u>	<u>\$ 12,814</u>	<u>\$ 9,881</u>	<u>\$ 13,924</u>	<u>\$ 20,243</u>
\$ 32	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
1,842	2,147	2,558	2,557	2,619	2,640
31,040	18,009	20,152	33,032	26,850	67,586
-	35	44	47	52	47
-	-	-	-	461	602
-	-	-	-	220	427
-	-	-	-	1	3
-	-	-	-	2,660	2,895
-	-	-	-	255	614
7,786	10,316	3,505	3,278	-	-
<u>\$ 40,700</u>	<u>\$ 30,507</u>	<u>\$ 26,259</u>	<u>\$ 38,914</u>	<u>\$ 33,118</u>	<u>\$ 74,814</u>

TOWN OF PROSPER, TEXAS

Item 13.

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS

LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)
(UNAUDITED)

	2012	2013	2014	2015
Revenues				
Taxes	\$ 8,850	\$ 10,220	\$ 11,834	\$ 15,076
Licenses and permits	1,571	1,752	2,102	2,645
Intergovernmental	2,863	1,730	-	-
Charges for services	2,861	3,066	4,353	6,855
Impact fees	-	-	-	-
Escrow income	-	-	-	-
Grants	198	49	28	29
Investment income	541	647	809	1,194
Fines, fees, warrants, and seizures	160	166	114	160
Park fees	-	-	-	-
Contributions	348	1,129	1,216	1,358
Miscellaneous	286	570	151	481
Total Revenues	17,678	19,329	20,607	27,798
Expenditures				
General government	2,798	2,846	3,685	5,295
Public safety	4,144	4,652	5,137	5,722
Public Works	511	523	912	1,424
Culture and recreation	899	1,167	1,688	1,931
Economic development	-	-	-	-
Capital outlay	7,660	9,773	5,719	10,104
Debt service				
Principal	1,318	1,396	1,638	1,623
Interest	1,079	1,153	1,163	1,227
Other charges	81	158	10	336
Total Expenditures	18,490	21,668	19,952	27,662
Excess of revenues over (under) expenditures	(812)	(2,339)	655	136
Other Financing Sources (Uses)				
Transfer in	3,509	6,057	1,571	4,104
Transfer out	(3,177)	(6,150)	(2,009)	(4,154)
Proceeds from insurance	750	12	-	-
Issuance of debt	4,712	7,710	3,340	20,919
Premium (discount) on debt issuance	242	169	312	2,397
Payments to bond escrow agent	(1,064)	(3,899)	(2,592)	(10,482)
Capital leases	-	-	-	-
Net other financing sources (uses)	4,972	3,899	622	12,784
Special Item	-	-	-	-
Net change in fund balances	\$ 4,160	\$ 1,560	\$ 1,277	\$ 12,920
Debt service as a percentage of noncapital expenditures	22.1%	21.4%	19.7%	16.2%

Source: Statement of Revenues, Expenditures, and Changes in Fund Balance for Governmental Funds.

2016	2017	2018	2019	2020	2021
\$ 18,545	\$ 23,306	\$ 26,156	\$ 31,335	\$ 36,551	\$ 42,779
3,116	3,082	5,468	4,739	5,552	8,146
-	-	-	-	-	-
3,997	687	742	713	589	1,190
9,612	4,432	5,283	5,569	7,422	9,242
-	-	-	648	501	580
56	748	493	2,942	1,068	2,678
1,530	2,091	670	511	679	238
276	379	424	1,219	328	301
-	-	-	-	-	411
2,539	1,459	372	994	185	526
281	428	176	230	228	278
<u>39,952</u>	<u>36,612</u>	<u>39,784</u>	<u>48,900</u>	<u>53,103</u>	<u>66,369</u>
5,972	6,412	5,659	8,768	12,583	11,983
6,693	8,873	10,243	11,561	15,269	15,895
4,447	3,541	4,210	3,308	4,676	4,985
2,159	1,948	4,810	3,885	4,359	5,082
-	1,709	7,364	2,633	2,634	3,580
21,565	23,767	18,782	18,748	21,608	19,313
1,860	2,363	2,554	3,197	3,819	4,275
1,527	1,788	2,428	2,752	3,192	3,404
153	157	30	240	175	484
<u>44,376</u>	<u>50,558</u>	<u>56,080</u>	<u>55,092</u>	<u>68,315</u>	<u>69,001</u>
(4,424)	(13,946)	(16,296)	(6,192)	(15,212)	(2,632)
11,704	6,928	9,975	8,805	2,955	6,397
(13,457)	(12,630)	(9,696)	(10,037)	(2,019)	(5,505)
-	-	-	-	-	-
13,440	10,575	16,305	17,135	10,875	43,110
1,322	1,155	923	1,019	1,695	4,684
(2,988)	-	-	-	-	-
-	-	-	-	-	-
<u>10,021</u>	<u>6,028</u>	<u>17,507</u>	<u>16,922</u>	<u>13,506</u>	<u>48,686</u>
-	-	-	-	-	1,500
<u>\$ 5,597</u>	<u>\$ (7,918)</u>	<u>\$ 1,211</u>	<u>\$ 10,730</u>	<u>\$ (1,706)</u>	<u>\$ 47,554</u>
<u>14.8%</u>	<u>15.5%</u>	<u>16.8%</u>	<u>18.2%</u>	<u>16.4%</u>	<u>16.5%</u>



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TOWN OF PROSPER, TEXAS

GENERAL GOVERNMENTAL TAX REVENUES BY SOURCE

LAST TEN FISCAL YEARS
(MODIFIED ACCRUAL BASIS OF ACCOUNTING)
(AMOUNTS EXPRESSED IN THOUSANDS)
(UNAUDITED)

<u>Fiscal Year</u>	<u>Property Tax</u>	<u>Sales Tax</u>	<u>Franchise Tax</u>	<u>Total</u>
2012	\$ 6,392	\$ 1,942	\$ 505	\$ 8,839
2013	7,314	2,478	520	10,312
2014	8,410	2,807	596	11,813
2015	9,967	4,355	737	15,059
2016	12,880	5,609	737	19,226
2017	14,668	7,038	967	22,673
2018	17,376	7,073	1,706	26,155
2019	21,188	8,476	1,671	31,335
2020	24,397	10,359	1,795	36,551
2021	26,861	13,957	1,961	42,779

TOWN OF PROSPER, TEXAS

Item 13.

ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY

LAST TEN FISCAL YEARS
 (AMOUNTS EXPRESSED IN THOUSANDS)
 (UNAUDITED)

<u>Fiscal Year Ended</u>	<u>Total Estimated Market Value as Assessed</u>	<u>Estimated Market Value Real Property</u>	<u>Estimated Market Value Personal Property</u>	<u>Less: Tax Exempt Real Property</u>
2012	\$ 1,753,522	\$ 1,719,190	\$ 34,332	\$ 522,150
2013	1,905,100	1,865,370	39,730	557,691
2014	2,161,596	2,118,602	42,994	604,133
2015	2,571,540	2,515,525	56,015	686,635
2016	3,306,744	3,242,618	64,126	994,179
2017	3,881,824	3,798,498	83,326	1,258,940
2018	4,834,664	4,719,450	115,214	1,486,485
2019	5,589,410	5,418,879	170,531	1,844,726
2020	6,263,054	6,054,042	209,012	1,955,590
2021	7,108,809	6,885,262	223,547	2,310,423

Total Taxable Assessed Value	Total Direct Tax Rate	Taxable Assessed Value as a % of Estimated Market Value
\$ 1,231,372	0.52000	70.22%
1,347,409	0.52000	70.73%
1,557,463	0.52000	72.05%
1,884,905	0.52000	73.30%
2,312,565	0.52000	69.93%
2,622,884	0.52000	67.57%
3,348,179	0.52000	69.25%
3,744,684	0.52000	67.00%
4,307,464	0.52000	68.78%
4,798,386	0.52000	67.50%

TOWN OF PROSPER, TEXAS

PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
(PER \$100 OF ASSESSED VALUE)

LAST TEN FISCAL YEARS
(UNAUDITED)

Fiscal Year	Town of Prosper Tax Rate ¹			Overlapping Tax Rates ²	
	General Government	Debt Service	Total	Prosper ISD	Collin County
2012	\$ 0.316937	\$ 0.203063	\$ 0.520000	\$ 1.670000	\$ 0.240000
2013	0.316914	0.203086	0.520000	1.670000	0.240000
2014	0.326191	0.193809	0.520000	1.670000	0.237500
2015	0.356301	0.163699	0.520000	1.670000	0.235000
2016	0.361074	0.158926	0.520000	1.670000	0.225000
2017	0.367500	0.152500	0.520000	1.670000	0.208395
2018	0.367500	0.152500	0.520000	1.670000	0.180785
2019	0.367500	0.152500	0.520000	1.568350	0.174951
2020	0.367500	0.152500	0.520000	1.492700	0.172531
2021	0.367500	0.152500	0.520000	1.460300	0.168087

Source: Collin County and Denton County Appraisal Districts.

¹Tax rate is per \$100 of taxable assessed value.

²Overlapping tax rates are those of local and county governments that apply to property owners within the Town of Prosper.

Overlapping Tax Rates ²		Total Direct & Overlapping Rates		Total Direct & Overlapping Rates	
Collin College	Denton County	Collin County	Denton County	Collin County	Denton County
\$ 0.086300	\$ 0.277357	\$ 2.516300	\$ 2.467357		
0.862990	0.282867	3.292990	2.472867		
0.083643	0.284914	2.511143	2.474914		
0.081960	0.262000	2.506960	2.452000		
0.081960	0.248409	2.496960	2.438409		
0.081222	0.237812	2.479617	2.427812		
0.081222	0.225574	2.452007	2.415574		
0.081222	0.225278	2.344523	2.313628		
0.081222	0.224985	2.266453	2.237685		
0.081222	0.233086	2.229609	2.213386		

TOWN OF PROSPER, TEXAS

TABLE Item 13.

PROPERTY TAX LEVIES AND COLLECTION

**LAST TEN FISCAL YEARS
(UNAUDITED)**

Fiscal Year Ended	Total Tax Levy for Fiscal Year ¹	Collections within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy ¹
2012	\$ 6,380,037	\$ 5,323,502	83.44%	\$ 324,672	\$ 5,648,174	104.2%
2013	7,011,511	6,946,210	99.07%	296,561	7,242,771	103.1%
2014	8,217,550	8,174,411	99.48%	348,080	8,522,491	102.9%
2015	9,730,516	9,704,426	99.73%	417,150	10,121,576	102.5%
2016	12,052,689	11,922,739	98.92%	387,630	12,310,369	102.1%
2017	14,077,378	14,052,156	99.82%	313,645	14,365,801	102.0%
2018	17,168,258	17,119,197	99.71%	280,216	17,399,413	101.3%
2019	20,643,714	20,590,864	99.74%	192,490	20,783,354	100.7%
2020	23,743,003	23,705,358	99.84%	(21,866)	23,683,492	99.7%
2021	26,445,321	26,370,441	99.72%	-	26,370,441	99.7%

Note: Taxes stated are for General Fund and Debt Service Funds.

¹Tax Levy is the original levy as of certification date, and does not include adjustments. The percentage of levy collected may be greater than 100% as payments that relate to levy adjustments are collected.

TOWN OF PROSPER, TEXAS

TABLE Item 13.

PRINCIPAL PROPERTY TAXPAYERS

**FISCAL YEAR END 2021 AND 2012
(UNAUDITED)**

Taxpayer	2021			2012		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
380 & 289, LP	\$ 80,909,694	1	1.69%	\$ -	-	-
GOP #2 LLC	71,210,749	2	1.48%	-	-	-
Orion Prosper Lakes LLC	41,708,821	3	0.87%	-	-	-
Orion Prosper LLC	35,502,905	4	0.74%	-	-	-
Children's Health System of Texas	33,005,562	5	0.69%	-	-	-
MQ Prosper Retail LLC	26,813,248	6	0.56%	-	-	-
Pulte Homes of Texas LP	18,064,582	7	0.38%	-	-	-
Wal-Mart Real Estate Business Trust	16,966,557	8	0.35%	-	-	-
Crossland Texas Industrial LLC	15,890,034	9	0.33%	-	-	-
Kroger Texas LP	15,421,945	10	0.32%	-	-	-
Western Rim Investors	-	-	-	43,186,691	1	3.51%
Prosper Land Company	-	-	-	8,795,126	2	0.71%
Saddle Creek Investments, Ltd	-	-	-	6,755,986	3	0.55%
Five SAC Self-Storage Corp.	-	-	-	6,529,887	4	0.53%
CC Joint Ventures	-	-	-	6,435,078	5	0.52%
Quail Landing Phase I	-	-	-	6,250,270	6	0.51%
Preston Development LTD	-	-	-	5,438,247	7	0.44%
Beazer Homes	-	-	-	5,374,764	8	0.44%
Deion Sanders	-	-	-	5,364,323	9	0.44%
Da' Hood Trust	-	-	-	4,595,277	10	0.37%
Totals	\$ <u>355,494,097</u>		<u>7.41%</u>	\$ <u>98,725,649</u>		<u>8.02%</u>

Source: Collin and Denton County Appraisal Districts

TOWN OF PROSPER, TEXAS

Item 13.

RATIOS OF OUTSTANDING DEBT BY TYPE

LAST TEN FISCAL YEARS
(AMOUNTS EXPRESSED IN THOUSANDS, EXCEPT PER CAPITA AMOUNT)
(UNAUDITED)

Fiscal Year	Governmental Activities				
	General Obligation Bonds	Certificates of Obligation	Tax Notes	Capital Leases	Premiums/ Discounts
2012	\$ 4,552	\$ 19,655	\$ 1,765	\$ -	\$ 235
2013	8,216	18,909	1,425	-	379
2014	11,255	15,594	1,080	-	636
2015	25,214	9,678	725	-	2,852
2016	29,095	16,384	365	-	3,984
2017	30,477	28,444	-	-	4,865
2018	30,597	37,210	-	-	5,796
2019	32,816	48,930	-	-	6,122
2020	30,789	58,013	-	-	7,425
2021	65,020	62,616	-	-	11,587

Note: Details regarding the Town's outstanding debt can be found in the notes to the financial statements.

¹See the Schedule of Demographic and Economic Statistics for personal income and population data.

N/A: Data not available at the time of this publication.

Business-Type Activities			Total Primary Government	Percentage of Personal Income ¹	Per Capita ¹
General Obligation Bonds	Certificates of Obligation	Premiums/ Discounts			
\$ 18,798	\$ -	\$ 351	\$ 45,356	96.8%	\$ 3,721
23,249	-	546	52,724	111.1%	3,941
35,133	-	1,506	65,204	124.5%	4,351
33,106	-	1,938	73,513	135.1%	4,603
8,145	22,966	1,995	82,934	144.3%	4,662
8,081	23,988	1,951	97,806	157.6%	4,851
6,388	31,505	2,360	113,856	172.0%	5,027
5,600	34,490	2,427	130,385	184.0%	5,087
4,821	32,657	2,281	135,986	178.0%	4,792
4,020	30,979	2,090	176,312	N/A	5,671

RATIOS OF GENERAL BONDED DEBT OUTSTANDING
 LAST TEN FISCAL YEARS
 (AMOUNTS EXPRESSED IN THOUSANDS, EXCEPT PER CAPITA AMOUNT)
 (UNAUDITED)

Fiscal Year	General Obligation Bonds ³	Certificates of Obligation ³	Less: Amounts Available in Debt Service Funds	Total	Percentage of Actual Taxable Value of Property ¹	Per Capita ²
2012	\$ 23,350	\$ 19,655	\$ 890	\$ 42,115	3.42%	\$ 3,455
2013	31,465	18,909	1,187	49,187	3.65%	3,676
2014	46,388	15,594	1,159	60,823	3.91%	4,059
2015	58,320	9,678	1,470	66,528	3.53%	4,166
2016	37,240	39,350	1,842	74,748	3.23%	4,202
2017	38,558	52,432	2,147	88,843	3.39%	4,407
2018	36,985	68,715	2,558	103,142	3.08%	4,554
2019	38,415	83,420	2,556	119,279	3.19%	4,654
2020	35,610	90,670	1,885	124,395	2.89%	4,383
2021	69,040	93,595	1,643	160,992	3.36%	5,178

Note: Details regarding the Town's outstanding debt can be found in the notes to the financial statements.

¹See schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data.

²Population data can be found in the Schedule of Demographic and Economic Statistics.

³The amounts include the premium portions of the debt.

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT

AS OF SEPTEMBER 30, 2021
(UNAUDITED)

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable ¹	Estimated Share of Overlapping Debt
Debt repaid with property rates:			
Prosper Independent School District	\$ 1,143,035,164	68.66%	\$ 784,807,943
Collin County	675,871,447	2.11%	14,260,888
Collin College	491,650,000	2.11%	10,373,815
Denton County	571,605,000	0.23%	1,314,692
Subtotal - overlapping debt	<u>2,882,161,611</u>		<u>810,757,338</u>
Town of Prosper direct debt	\$ <u>127,636,046</u>	100.00%	<u>127,636,046</u>
Total direct and overlapping debt			\$ <u>938,393,384</u>

Source: Entity adopted budget. Actual amounts of overlapping debt vary based on entity payment schedules and any new issuances.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Town. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of the Town of Prosper. This process recognized that, when considering the Town's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

¹The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the Town's taxable assessed value that is within the Town's boundaries and dividing it by the Town's total taxable assessed value.

TOWN OF PROSPER, TEXAS

Item 13.

TAX RATE INFORMATION

LAST TEN FISCAL YEARS
(RATES ROUNDED TO 4 PLACES)
(UNAUDITED)

	Fiscal Year			
	2012	2013	2014	2015
Tax Rate Limit	\$ 2.5000	\$ 2.5000	\$ 2.5000	\$ 2.5000
Total Tax Rate	<u>0.5200</u>	<u>0.5200</u>	<u>0.5200</u>	<u>0.5200</u>
Available Tax Rate	\$ <u>1.9800</u>	\$ <u>1.9800</u>	\$ <u>1.9800</u>	\$ <u>1.9800</u>

Note: For FY 2018-Present, under Article XI, Section 5 of the Texas Constitution, the maximum tax rate under a home rule charter is \$2.50 per \$100 assessed valuation.

Fiscal Year					
2016	2017	2018	2019	2020	2021
\$ 2.5000	\$ 2.5000	\$ 2.5000	\$ 2.5000	\$ 2.5000	\$ 2.5000
<u>0.5200</u>	<u>0.5200</u>	<u>0.5200</u>	<u>0.5200</u>	<u>0.5200</u>	<u>0.5200</u>
\$ <u>1.9800</u>	\$ <u>1.9800</u>	\$ <u>1.9800</u>	\$ <u>1.9800</u>	\$ <u>1.9800</u>	\$ <u>1.9800</u>

TOWN OF PROSPER, TEXAS

TABLE

Item 13.

DEMOGRAPHIC AND ECONOMIC STATISTICS

**LAST TEN FISCAL YEARS
(UNAUDITED)**

Fiscal Year	Population¹	Personal Income² (expressed in thousands)	Per Capita Personal Income²	School Enrollment³	Unemployment Rate⁴
2012	12,190	\$ 46,837	\$ 54,866	4,921	5.7%
2013	13,380	47,458	55,520	5,632	5.1%
2014	14,986	52,359	59,146	6,448	4.6%
2015	15,970	54,420	59,532	7,064	4.4%
2016	17,790	57,483	61,179	8,254	3.4%
2017	20,160	62,078	64,025	10,107	3.0%
2018	22,650	66,212	65,874	12,195	3.0%
2019	25,630	70,852	68,474	16,695	2.9%
2020	28,380	76,381	71,246	19,279	5.2%
2021	31,090	N/A	N/A	22,426	3.6%

¹Population data estimates from the North Central Texas Council of Governments and Town of Prosper.

²Personal income and per capital personal income data not available specific to Prosper. Per capita personal income was obtained from www.bea.gov.

³Enrollment data comes from Prosper ISD.

⁴October 2020 unemployment rate for Collin County from the Texas Workforce Commission Unemployment Rates for Texas Counties data.

N/A: Data not available at the time of this publication.

TOWN OF PROSPER, TEXAS

TABLE

Item 13.

PRINCIPAL EMPLOYERS

CURRENT YEAR AND NINE YEARS AGO

Employer	2021		
	Employees	Rank	Percentage of Total Town Employment
Prosper ISD	2,631	1	51.1%
Kroger (2 locations)	470	2	9.1%
Town of Prosper	290	3	5.6%
WalMart	270	4	5.2%
Chik Fil A	170	5	3.3%
Home Depot	152	6	3.0%
Lowe's	135	7	2.6%
Cook's Childrens	125	8	2.4%
Dick's SG - Field and Stream	70	9	1.4%
Longo Toyota	66	10	1.3%
Total	4,379		85.00%

Employer	2012		
	Employees	Rank	Percentage of Total Town Employment
Prosper ISD	680	1	55.8%
Mahard Egg Farm	100	2	8.2%
Town of Prosper	84	3	6.9%
Gentle Creek	50	4	4.1%
Dairy Manufacturers, Inc	35	5	2.9%
ProBuild	30	6	2.5%
CVS	25	7	2.1%
Crossland Construction	20	8	1.6%
Lattimore Materials	20	9	1.6%
Prosper Bank	20	10	1.6%
Total	1,064		87.3%

Source: Prosper EDC, updated February 2022.

TOWN OF PROSPER, TEXAS

Item 13.

OPERATING INDICATORS BY FUNCTION/PROGRAM

**LAST TEN FISCAL YEARS
(DOLLAR AMOUNTS BELOW EXPRESSED IN THOUSANDS)
(UNAUDITED)**

Function/Program	Fiscal Year			
	2012	2013	2014	2015
General Government				
Building inspection permits				
Commercial construction				
Number of units	21	21	29	45
Total dollar value of permits issued	28,385	4,219	19,172	50,625
Average value	1,352	201	661	1,125
Residential Construction				
Number of units	445	483	474	708
Total dollar value of permits issued	172,757	195,257	209,949	313,681
Average value	388	404	443	443
Public safety				
Police				
Physical arrests	108	99	115	128
Traffic collisions	263	289	279	429
Number of vehicles	N/A	N/A	15	15
Fire				
Number of frontline engines	1	1	1	1
Number of reserve engines	1	1	1	1
Number of frontline Trucks	-	-	-	-
Number of frontline Ambulances	1	1	1	1
Number of reserve Ambulances	1	1	1	1
Number of frontline Brush Trucks	1	1	1	1
Number of Station	1	1	1	1
Total incidents/calls for service	1,122	1,057	1,100	1,245
Fire	67	45	64	30
Overpressure/explosion	11	6	5	-
Rescue & EMS	585	597	588	583
Hazardous condition	34	20	29	37
Service call	193	196	212	136
Good intent call	100	94	101	328
False alarm & false call	132	96	95	131
Severe weather & natural disaster	-	3	6	-
Fire marshal				
Fire inspections	402	278	283	156
Fire safety programs	23	14	18	24
Municipal court				
Number of cases filed	2,025	1,645	2,118	2,439
Number of cases closed	1,688	1,872	2,954	3,605
Public works				
Water & Sewer				
Linear feet of water lines	N/A	N/A	579,777	627,900
Linear feet of sewer lines	N/A	N/A	428,360	482,838
Number of hydrants	N/A	N/A	N/A	N/A
Water customers	3,853	4,418	4,943	5,539
Wastewater customers	3,084	3,568	4,055	4,627
Streets				
Miles of streets maintain	N/A	125	125	132
Number of traffic signals	N/A	-	-	1
Parks				
Number of parks	15	16	16	21
Number of playgrounds	5	6	6	7
Acreage maintained	136	146	146	178

Source: Town of Prosper Department Staff.

N/A: Data not available at the time of this publication.

* The decrease in residential value pf permits issued is due to the passage of House Bill 852 that prohibits municipalities from requiring the value of construction in regards to permitting. Since its passage, many builders do not indicate the value of construction when submitting for permits.

** Safety programs shut down due to the effects of pandemic.

TABLE 16

Item 13.

Fiscal Year					
2016	2017	2018	2019	2020	2021
74	108	101	105	105	120
122,799	95,793	112,427	141,609	114,516	382,091
1,659	887	1,113	1,349	1,091	3,184
648	715	980	793	938	1,402
316,039	347,484	474,515 *	246,111 *	1,257	-
488	486	484	492	628	-
163	205	253	208	211	222
234	322	605	889	874	1,042
15	18	20	28	28	32
2	2	2	2	2	2
2	2	2	2	2	2
-	-	-	-	1	1
1	2	2	2	2	2
1	1	1	1	1	1
1	2	2	2	2	2
2	2	2	2	2	2
1,537	2,102	2,185	2,107	2,517	3,482
64	98	97	62	74	73
10	10	3	4	1	2
797	1,072	1,139	1,110	1,206	1,760
52	60	58	83	103	109
293	44	438	459	622	809
168	265	219	161	246	360
140	244	229	226	256	361
13	9	2	2	9	8
966	1,210	1,291	2,022	1,941	2,129
12	14	17	58	- **	29
3,147	3,027	3,581	4,499	2,452	1,899
3,534	3,019	3,964	4,814	3,091	2,584
692,447	786,557	920,859	1,006,066	1,042,324	1,057,959
546,950	619,386	720,466	752,925	822,201	834,534
N/A	1,523	1,910	2,016	2,118	2,150
6,671	7,784	8,603	9,188	10,353	11,766
5,757	6,770	7,506	8,131	9,223	10,640
141	153	179	212	287	330
2	2	3	3	7	9
22	22	23	28	28	29
7	8	11	13	13	14
178	190	218	225.3	245.6	246.2

TOWN OF PROSPER, TEXAS**FULL-TIME EQUIVALENT TOWN GOVERNMENT EMPLOYEES BY FUNCTION**

LAST TEN FISCAL YEARS
(UNAUDITED)

	Fiscal Year			
	2012	2013	2014	2015
GENERAL FUND				
Administration	6.5	8.5	9.0	9.5
Code Compliance	1.0	1.0	1.0	1.0
Court	1.0	1.0	1.5	2.0
Dispatch	7.0	7.0	7.5	7.5
Engineering	1.0	3.0	3.0	5.0
Fire	20.0	20.0	20.0	32.0
Fire Marshal	1.0	1.0	1.0	1.0
Inspections	7.0	8.0	9.0	13.0
Library	1.0	1.5	2.0	3.5
Parks	10.0	12.0	15.0	16.0
Planning	2.0	3.0	3.0	4.0
Police	12.0	15.0	15.0	20.0
Streets	2.0	2.0	2.0	2.0
Total General Fund	<u>71.5</u>	<u>83.0</u>	<u>89.0</u>	<u>116.5</u>
SPECIAL PURPOSE DISTRICT FUNDS				
Crime Control	-	-	-	-
Fire Control	-	-	-	-
Total Special Purpose District Funds	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENTERPRISE FUNDS				
Storm Drainage	1.0	1.0	1.0	2.0
Utility Billing	1.5	2.5	2.5	2.5
Wastewater	3.0	5.0	6.0	4.0
Water	7.0	8.0	10.0	14.0
Engineering	-	-	-	-
Total Enterprise Fund	<u>12.5</u>	<u>16.5</u>	<u>19.5</u>	<u>22.5</u>
CAPITAL PROJECTS FUND	<u>1.0</u>	<u>1.0</u>	<u>1.0</u>	<u>1.0</u>
Total	<u>85.0</u>	<u>100.5</u>	<u>109.5</u>	<u>140.0</u>

Source: Town of Prosper Annual Budget

Fiscal Year					
2016	2017	2018	2019	2020	2021
12.0	13.0	17.0	20.0	21.0	25.0
1.0	1.0	2.0	2.0	3.0	3.0
2.5	2.5	3.5	4.0	4.0	4.0
9.0	9.0	9.0	11.0	11.0	13.0
6.0	6.0	7.0	10.0	12.0	12.0
33.0	34.0	40.0	29.0	35.0	37.0
1.0	2.0	2.0	3.0	3.0	4.0
13.0	13.0	15.0	16.0	16.0	18.0
2.5	2.5	6.5	6.5	6.5	6.5
18.0	20.0	22.0	26.0	27.0	27.0
4.0	4.0	5.0	5.0	5.0	5.0
22.0	27.0	30.0	24.0	28.0	32.0
3.0	3.0	5.0	6.0	8.0	8.0
127.0	137.0	164.0	162.5	179.5	194.5
-	-	-	12.0	12.0	13.0
-	-	-	12.0	12.0	13.0
-	-	-	24.0	24.0	26.0
2.0	2.0	2.0	2.0	2.0	2.0
3.0	3.0	4.0	4.0	4.0	4.0
4.0	7.0	9.0	12.0	14.0	15.0
15.0	18.0	21.0	24.0	25.0	27.0
-	-	-	-	4.0	4.0
24.0	30.0	36.0	42.0	49.0	52.0
-	-	-	-	-	-
151.0	167.0	200.0	228.5	252.5	272.5



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TOWN OF PROSPER, TEXAS

RESOLUTION NO. 2022-XX

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ACCEPTING THE FISCAL YEAR 2020-2021 INDEPENDENT AUDIT REPORT AND COMPREHENSIVE ANNUAL FINANCIAL REPORT; MAKING FINDINGS; AUTHORIZING PUBLICATION OF THE AUDIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council is required by Section 7.18 of the Town Charter to call for an Independent Audit to be made of all accounts of the Town at the close of each fiscal year, a report of which is to be presented to the Town Council; and

WHEREAS, Town staff engaged Pattillo, Brown, and Hill, LLP., Certified Public Accountants, to complete the Town's Fiscal Year 2020-2021 Independent Audit; and

WHEREAS, the Town Charter requires that upon completion of the audit, a copy of the audit shall be posted to the Town's website and copies placed on file in the office of the person performing the duties of Town Secretary, as a public record.

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

SECTION 1

The Town Council of the Town of Prosper, Texas, hereby accepts the Town's Fiscal Year 2020-2021 Financial Audit as presented by Pattillo, Brown, and Hill, LLP., Certified Public Accountants.

SECTION 2

A copy of the completed audit shall be published immediately on the Town website and copies of the audit placed on file in the office of the person performing the duties of Town Secretary, as a public record.

SECTION 3

This Resolution shall take effect from and after the date of its passage.

DULY PASSED AND APPROVED, BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 29TH DAY OF MARCH, 2022.

APPROVED:

Ray Smith, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



FINANCE, ENGINEERING SERVICES AND FIRE DEPARTMENT

To: Mayor and Town Council

From: January Calhoun, Purchasing Manager
Hulon T. Webb, Jr., Director of Engineering Services
Stuart Blasingame, Fire Chief

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Discuss and update the Town Council regarding increases in project construction costs, commodities/equipment costs and delivery time challenges.

Description of Agenda Item:

As a result of numerous factors, the Town of Prosper is experiencing significant increases in costs associated with construction projects and commodities/equipment, as well as impacts related to the delivery of those commodities/equipment. Some of the factors impacting the costs and deliveries include labor and material shortages, inflation and more recently, fuel prices.

Early on in the pandemic and due to uncertainty in the market (2020), a number of the Town funded projects came in under budget. Understanding that prices vary and are often cyclical, staff was not surprised in 2021 to see the bid numbers increase and align more closely with the engineer's estimates. However, the Town is now seeing construction costs at an all-time high, and unfortunately, all capital construction projects are being affected including horizontal (water, sewer, paving, etc...) and vertical (structures/buildings, bridges, signals, etc...) projects. Since it is not just one factor, such as the cost of steel, utilizing past methods, such as modifying a design, are no longer an option. Not only are the costs incredibly high, but they are also volatile and often fluctuating on a daily basis making it difficult to estimate future and even near future project costs.

In addition to construction projects, the Town is also experiencing price increases in commodities/assets such as monitors and other IT equipment, fuel, vehicles, and field and safety equipment to name a few. Similar to the construction costs, and since the factors are numerous, staff and consultants are having difficulty anticipating and estimating the extent of rising costs. With that said, staff is working diligently to identify opportunities to minimize the impacts to the Town while continuing to provide exceptional customer service.

Finally, the Town is also experiencing delays and cancellations on the delivery of numerous items and in almost every area of the Town's operations. The delay might be for a laptop or a vehicle for a new employee or a replacement for an existing employee. Or it might be for a piece of equipment necessary for a staff member in the field to do their job. It should be noted that in the worst case, some orders have simply been cancelled after months of waiting leaving staff to identify alternative methods to accomplish their tasks. Regardless of the various issues, the Town is working hard to address the delays in an effort to ensure that staff is able to conduct business as usual.

During the update to Council, staff will provide specific examples of projects and equipment costs increases and delays.

Town Staff Recommendation:

Town staff is providing this update for informational purposes and is interested in feedback from the Town Council.



FINANCE DEPARTMENT

To: Mayor and Town Council

From: Betty Pamplin, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon an ordinance amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget and Capital Improvement Program). (BP)

Description of Agenda Item:

General Fund Administration:

The Honor Wall project was funded in the fiscal year 2018-2019 budget and subsequently put on hold during the COVID-19 pandemic. A budget of \$90,000 was allocated during the fiscal year 2020-2021 budget and the design portion of the project was completed for \$11,000. The remainder of the budget (\$79,000) was allocated in fiscal year 2021-2022 to be used towards construction of the honor wall. At the March 8th Town Council meeting staff was directed to move forward with awarding a bid a requesting additional funding in the amount of \$142,877. This budget increase of \$142,877 for Community Services will be a drawdown to fund balance in the General Fund.

General Fund Police Services:

The fiscal year 2021-2022 budget included \$179,000 to be used towards a covered parking solution at the public safety facility. At the March 8th Town Council meeting Town Council approved option 4 which included an aluminum canopy w/lighting for a total of \$380,907. The difference of the adopted budget and this option is \$201,907. This budget increase of \$201,907 for Police Services will be a drawdown to fund balance in the General Fund

General Fund Fire Services:

Transfers out are increasing by \$1,802,000 to account for the transfer of funds to the Capital Project Fund for the purchase of a Pierce Fire Engine PUC Pumper (\$950,000) (includes pre-payment discounts) and loose equipment (\$300,000), and Ambulance and loose equipment (\$552,000) for Fire Station #4. Once the purchase order is issued, the engine has an approximate 22 month build time and the ambulance has an approximate 16 month build time. This will be a drawdown to fund balance in the General Fund.

Transfers out are increasing by \$70,000 to account for the transfer of funds to the Capital Project Fund for additional funding for increased costs for the loose equipment for the Fire Engine/Quint and Ambulance for Fire Station #3. \$405,000 was previously set aside for loose equipment and

due to price increases this funding will not be sufficient. This budget increase of \$1,872,000 in Fire Services will be a drawdown to fund balance in the General Fund.

General Fund Community Services:

At the request of Town Council staff has been exploring options for increasing the holiday decorations in the downtown area. Options were presented at the March 8th Town Council meeting. With feedback provided by Town Council staff has decided on several options for the upcoming season with a total cost of \$44,000. This budget increase of \$44,000 in Community Services will be a drawdown to fund balance in the General Fund.

Special Events Coordinator:

A Special Events Coordinator is being requested to start mid-year to help support the new special events the Council has requested. In addition to the Town's existing special events and the four new Downtown events, Council has recently requested the addition of a Veterans Day 5K event and a pickleball tournament. This position will also support other recreational programs and athletics throughout the year. This budget increase of \$33,717 for Community Services for the remainder of the year will be a drawdown to fund balance in the General fund.

Compensation:

The Town Council has remained committed to employees and has been actively exploring opportunities that will help us to recruit and retain the best employees by evaluating our comparison cities. Their findings have resulted in the consideration of an additional market adjustment which would take effect on the paycheck following the first full pay period in April for general employees. If approved, all general employees will receive an additional 1% market adjustment and some positions will move within the new proposed pay plan to allow the Town to remain competitive. The General Fund's share of this adjustment for the remainder of the year is \$211,833 and this amount is allocated across the departments as follows: Administration \$61,727; Police Services \$18,442; Fire Services \$12,867; Public Works \$10,950; Community Services \$39,223; Development Services \$31,864; and Engineering \$36,760. This will be a drawdown to fund balance in the General Fund.

Water and Sewer Fund

The Water and Sewer Fund's share of the compensation adjustment for the remainder of the year is \$43,731 with \$3,449 allocated to Administration and \$40,282 allocated to Public Works. This budget increase will be a drawdown to fund balance in the Water and Sewer Fund.

Stormwater Drainage Fund

The Stormwater Drainage Fund's share of the compensation adjustment for the remainder of the year is \$745. This budget increase will be a drawdown to fund balance in the Stormwater Drainage Fund.

Park Dedication/Improvement Fund

The Town and Developer are partnering to construct Windsong neighborhood Park #3. Designs are already underway and due to the increased cost of materials and labor it is anticipated that an additional \$100,000 is needed to be able to construct the park to completion. The developer will be using \$650,000 of their obligated park improvement funds on top of this amount. This budget increase of \$100,000 will be a drawdown to fund balance in the Park Improvement Fund.

Windsong Land Purchase:

The Town is looking to purchase approximately 162 acres (shown as four parcels) on the westside of Prosper near the Windsong Ranch subdivision. The Town agreed to pay the developer over a two-year period and the first payment will be payable at closing in accordance with the land purchase agreement. The second payment will be payable on or before October 16, 2023. This

budget increase of \$1,913,800 for the current fiscal year will be a drawdown to fund balance in the Park Dedication Fund.

Capital Improvement Program

Wastewater Impact Fee Fund

Upper Doe Branch WW Line (Teel – PISD Stadium)

Due to the future developments contemplated at the intersection of the Dallas North Tollway and Frontier Parkway, a sanitary sewer line extension of approximately four miles is needed from the current terminus of the sanitary sewer line in the Windsong Parkway development, near the intersection of Teel Parkway and Prosper Trail, to the Prosper ISD Stadium lift station. Based on the Town's Wastewater Master Plan, the sanitary sewer line is anticipated to be as large as twenty-four inches (24") in diameter. The design also includes the decommissioning of two lift stations, one along the east side of Legacy Drive between Prosper Trail and Frontier Parkway, and the other at the Prosper ISD Stadium. To properly fund the design tasks associated with this project, an additional \$125,000 is needed to increase the current design budget from \$250,000 to \$375,000 and add \$100,000 for potential easement acquisitions. Funding for the design and the easement acquisitions totaling \$225,000 to come from the Wastewater Impact Fee Fund. The attached CIP also shows anticipated funding for FY2023, in the amount of \$4,050,000 from Unissued CO Bond Debt (\$4,025,000) and Escrows received for decommissioning one of the lift stations (\$25,000). This increase of \$25,000 will be budgeted in the Wastewater Impact Fee Fund in FY 2022-2023.

Budget Impact:

The General Fund expenditures will increase by \$2,506,334; Water and Sewer Fund expenditures will increase by \$43,731; Stormwater Drainage Fund expenditures will increase by \$745; Park Dedication/Improvement Fund expenditures will increase by \$2,013,800; Wastewater Impact Fee Fund expenditures will increase by \$225,000.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed and approved the budget amendment ordinance as to form and legality.

Attached Documents:

1. Ordinance
2. CIP Amendment

Town Staff Recommendation:

Town staff recommends approval of amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget and Capital Improvement Program) to provide funding increased expenditures in the General Fund, Water and Sewer Fund, Stormwater Drainage Fund, Park Dedication/Improvement Fund, and Wastewater Impact Fee Fund.

Proposed Motion:

I move to approve amending Ordinance No. 2021-55 (FY 2021-2022 Annual Budget and Capital Improvement Program) to provide funding increased expenditures in the General Fund, Water and Sewer Fund, Stormwater Drainage Fund, Park Dedication/Improvement Fund, and Wastewater Impact Fee Fund.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2022-XX

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 2021-55 (FY 2021-2022 BUDGET AND CAPITAL IMPROVEMENT PROGRAM) TO FUND INCREASED EXPENDITURES OF \$2,506,334 IN THE GENERAL FUND BUDGET; TO FUND INCREASED EXPENDITURES OF \$43,731 IN THE WATER AND SEWER FUND BUDGET; TO FUND INCREASED EXPENDITURES OF \$745 IN THE STORMWATER DRAINAGE FUND BUDGET; TO FUND INCREASED EXPENDITURES OF \$2,013,800 IN THE PARK DEDICATION/IMPROVEMENT FUND BUDGET; TO FUND INCREASED EXPENDITURES OF \$225,000 IN THE WASTEWATER IMPACT FEE FUND BUDGET; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that it will be beneficial and advantageous to the residents of the Town of Prosper, Texas ("Prosper"), to amend Ordinance No. 2021-55 (FY 2021-2022 Budget and Capital Improvement Program) for the purposes listed in Exhibit "A," attached hereto and incorporated herein by reference; and

WHEREAS, the changes will result in budgeted funds being allocated and an overall net increase in the budget for funding from fund balance.

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

SECTION 1

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

SECTION 2

Amendment to Ordinance No. 2021-55 (FY 2021-2022 Budget and Capital Improvement Program). Ordinance No. 2021-55 (FY 2021-2022 Budget and Capital Improvement Program) is hereby amended to allow for increases to appropriations as shown in Exhibit "A," attached hereto and incorporated herein by reference.

SECTION 3

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

SECTION 4

Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force

and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION 5

Effective Date. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 29TH DAY OF MARCH, 2022.

TOWN OF PROSPER, TEXAS

Ray Smith, Mayor

ATTEST TO:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2021-2022
March 29, 2022

General Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenues:				
Property Tax	19,266,473	19,266,473	19,266,473	-
Sales Tax	8,077,237	8,077,237	8,077,237	-
Franchise Fees	1,997,889	1,997,889	1,997,889	-
License, Fees & Permits	5,068,480	5,068,480	5,068,480	-
Charges for Services	583,724	583,724	583,724	-
Fines & Warrants	325,500	325,500	325,500	-
Grants	232,914	232,914	232,914	-
Investment Income	70,000	70,000	70,000	-
Transfers In	1,100,514	1,100,514	1,100,514	-
Miscellaneous	132,850	132,850	132,850	-
Park Fees	441,500	441,500	441,500	-
Total	\$ 37,297,081	\$ 37,297,081	\$ 37,297,081	\$ -
Expenditures:				
Administration	7,222,692	8,197,606	8,259,333	61,727
Police Services	6,520,223	6,568,800	6,789,149	220,349
Fire Services	8,738,347	8,916,206	10,801,073	1,884,867
Public Works	3,697,980	4,276,699	4,287,649	10,950
Community Services	6,575,735	6,836,156	7,095,973	259,817
Development Services	4,211,352	4,557,791	4,589,655	31,864
Engineering	4,175,692	4,199,813	4,236,573	36,760
Total	\$ 41,142,021	\$ 43,553,071	\$ 46,059,405	\$ 2,506,334

Water and Sewer Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenues:				
Water Charges for Services	15,179,476	15,179,476	15,179,476	-
Wastewater Charges for Services	8,972,771	8,972,771	8,972,771	-
Sanitation Charges for Services	1,779,679	1,779,679	1,779,679	-
License, Fees & Permits	332,928	332,928	332,928	-
Water Penalties	1,500	1,500	1,500	-
Utility Billing Penalties	142,000	142,000	142,000	-
Investment Income	40,000	40,000	40,000	-
Other	4,006,491	4,006,491	4,006,491	-
Total	\$ 30,454,845	\$ 30,454,845	\$ 30,454,845	\$ -
Expenditures:				
Administration	3,092,412	3,109,532	3,112,981	3,449
Debt Service	3,712,637	6,331,768	6,331,768	-
Water Purchases	7,701,317	7,701,317	7,701,317	-
Public Works	15,694,874	15,989,909	16,030,191	40,282
Total	\$ 30,201,240	\$ 33,132,526	\$ 33,176,257	\$ 43,731

EXHIBIT "A"
BUDGET AMENDMENT
FISCAL YEAR 2021-2022
March 29, 2022

Stormwater Drainage Fee Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenues:				
Stormwater Drainage Fees	758,100	758,100	758,100	-
Other	3,000	3,000	3,000	-
Investment Income	2,200	2,200	2,200	-
Transfer In	-	531,449	531,449	-
Total	\$ 763,300	\$ 1,294,749	\$ 1,294,749	\$ -
Expenditures:				
Operating Expenses	251,040	314,530	315,275	745
Debt Service	253,142	784,591	784,591	-
Capital	763,323	763,232	763,232	-
Transfers	99,834	99,834	99,834	-
Total	\$ 1,367,339	\$ 1,962,187	\$ 1,962,932	\$ 745

Park Dedication/Improvement Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenues:				
Park Dedication Fees	430,000	430,000	430,000	-
Park Improvement Fees	280,500	280,500	280,500	-
Contributions/Grants	-	200,550	200,550	-
Park Dedication Interest	6,000	6,000	6,000	-
Park Improvement Interest	5,000	5,000	5,000	-
Total	\$ 721,500	\$ 922,050	\$ 922,050	\$ -
Expenditures:				
General - Park Dedication	-	-	1,913,800	1,913,800
General - Park Improvement	666,750	848,702	948,702	100,000
Total	\$ 666,750	\$ 848,702	\$ 2,862,502	\$ 2,013,800

Wastewater Impact Fee Fund	Original Budget	Current Budget	Amended Budget	Increase (Decrease)
Revenues:				
Impact Fees	2,000,000	2,000,000	2,000,000	-
Equity Fees	300,000	300,000	300,000	-
Investment Income	16,000	16,000	16,000	-
Total	\$ 2,316,000	\$ 2,316,000	\$ 2,316,000	\$ -
Expenditures:				
Operations - Developer Reimbursements	1,295,000	1,295,000	1,295,000	-
Capital	1,500,000	1,750,000	1,975,000	225,000
Total	\$ 2,795,000	\$ 3,045,000	\$ 3,270,000	\$ 225,000

Total Revenue	\$ -
Total Expenditures	\$ 4,789,610.00
Net Effect All Funds	\$ (4,789,610.00)

Summary of Capital Improvement Amendment - 03/29/2022
General Fund Projects

Item 15.

Index	Park Projects		Prior Years						Total Cost	Other Sources	Funding Sources			Reimbursement Resolution	Issued 2020-2021	Unissued Debt Schedule						Index
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026			Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031	
	Neighborhood Park																					
15		Windsong Park #3: (Design)							200,000	200,000		200,000									200,000	15
16		Windsong Park #3: (Construction)							930,000	930,000		930,000									930,000	16
15		Windsong Park #3: (Design)		100,000					100,000	100,000	G											15
16		Windsong Park #3: (Construction)		650,000					650,000	650,000	C											16
48		Remaining Proposition 2: GO Bond Funds							1,130,000	1,130,000		1,130,000									1,130,000	48
	Facility Projects																					
10		Fire Engine - Fire Station #4		0					0	0												10
10		Fire Engine - Fire Station #4		1,250,000					1,250,000	1,250,000	D											10
11		Ambulance - Fire Station #4		552,000					552,000	552,000	D											11

Enterprise Fund Projects

Index	Wastewater Projects		Prior Years						Total Cost	Other Sources	Funding Sources			Reimbursement Resolution	Issued 2020-2021	Unissued Debt Schedule						Index
				2021-2022	2022-2023	2023-2024	2024-2025	2025-2026			Issued Debt Authorized	Unissued Debt GO	Unissued Debt CO			2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2031	
03	2152-WW	Upper Doe Branch WW Line (Teel-PISD Stadium): (Design)		250,000					250,000	250,000	A											03
03	2152-WW	Upper Doe Branch WW Line (Teel-PISD Stadium): (Design)		375,000					375,000	375,000	A											03
04	2152-WW	Upper Doe Branch WW Line (Teel-PISD Stadium): (Easements)		100,000					100,000	100,000	A											04
05	2152-WW	Upper Doe Branch WW Line (Teel-PISD Stadium): (Construction)			4,050,000				4,050,000	25,000	K		4,025,000				4,025,000					05

LEGEND

2021-2022 Adopted CIP
CIP Amendment

Description Codes - Other Sources	
A	Impact Fees
B	Grant and Interlocal Funds
C	Developer Agreements
D	General Fund
E	Water / Wastewater Fund
F	Stormwater Drainage Fund
G	Park Development Fund
H	TIRZ #1
J	TIRZ #2
K	Escrows
X	Non-Cash Contributions
Z	Other Sources (See Detail)



ENGINEERING SERVICES

To: Mayor and Town Council

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

**Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development & Infrastructure Services**

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon an amendment to the Wastewater Master Plan.

Description of Agenda Item:

Due to the future developments contemplated at the intersection of the Dallas North Tollway and Frontier Parkway, a sanitary sewer line extension is needed from the current terminus of the sanitary sewer line in the Windsong Ranch development near the intersection of Teel Parkway and Prosper Trail. The preliminary design for the extension of the sanitary sewer line is as follows:

- connect to the current terminus of the sanitary sewer in Windsong Ranch and extend northeast to Legacy Drive to an existing lift station (include the decommission of the lift station)
- turn north along the east side of Legacy Drive and extend to the south side of Frontier Parkway
- turn east along the south side of Frontier Parkway and extend to the west side of the Dallas North Tollway
- turn south along the west side of the Dallas North Tollway and extend to the south for approximately 1,300 feet
- turn east and cross under the Dallas North Tollway and extend along the southern property line of the Metten Tract to the eastern property line of the Metten Tract
- turn north along the eastern property line of the Metten Tract and extend to the south side of Frontier Parkway
- turn east along the south side of Frontier Parkway and connect to the Prosper ISD Stadium lift station (include the decommission of the lift station)

The existing Wastewater Master Plan adopted in 2017, did not include the extension of a sanitary sewer line to this area. The intention was to update the Wastewater Master Plan once the development in the area became clearer. The purpose of the amendment to the Master Plan is to update and depict the proposed alignment of the sanitary sewer to facilitate service of the properties in and around the northern sections of Legacy Drive and the Dallas North Tollway,

south of Frontier Parkway; which includes the ability to decommission the two (2) lift stations. It should be noted that by decommissioning of the existing lift station on Legacy Drive, the properties to the east and south to Prosper Trail would also have the ability to be served.

Attached Documents:

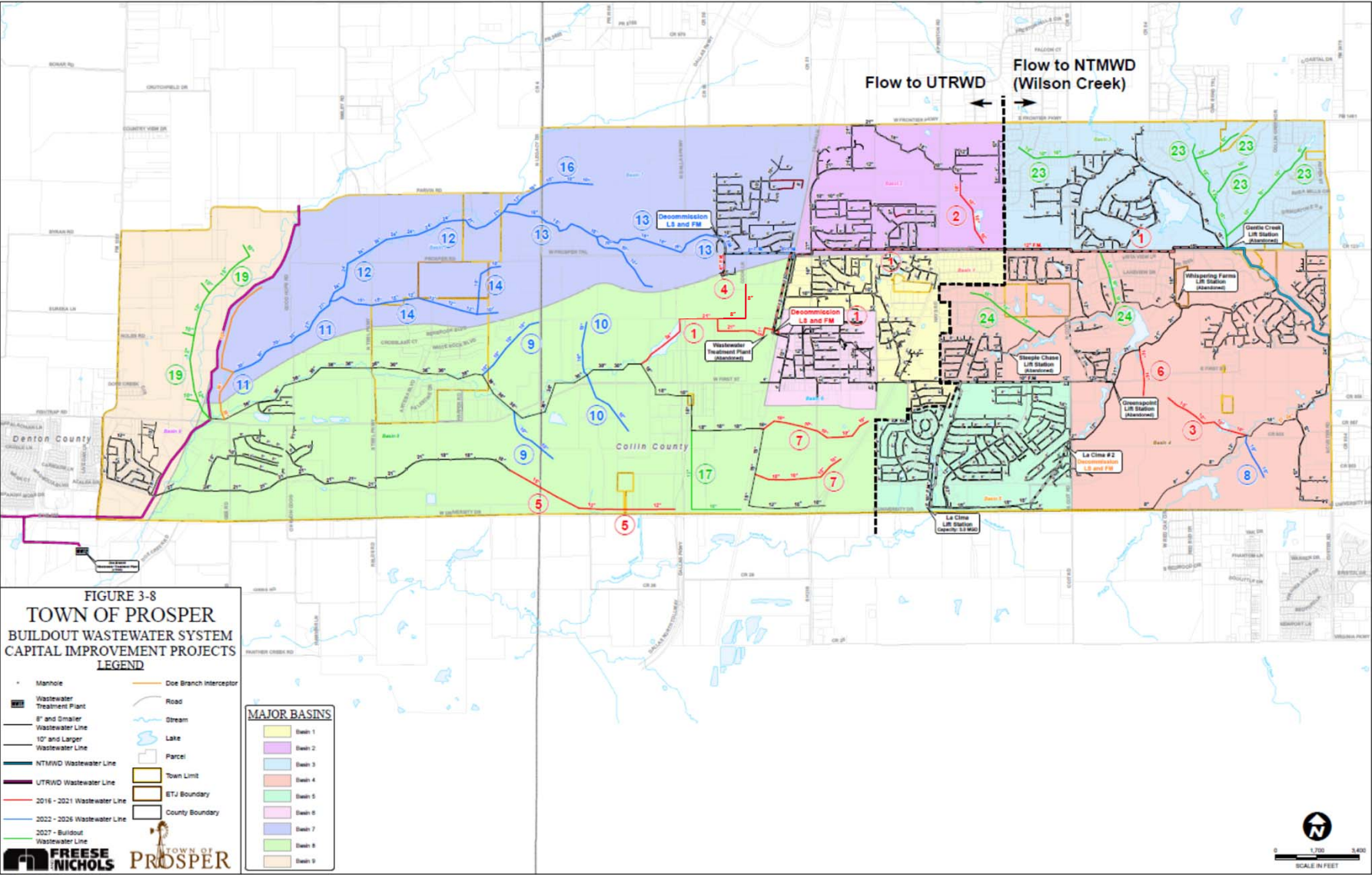
1. Existing Town of Prosper Wastewater Master Plan
2. Proposed Town of Prosper Wastewater Master Plan

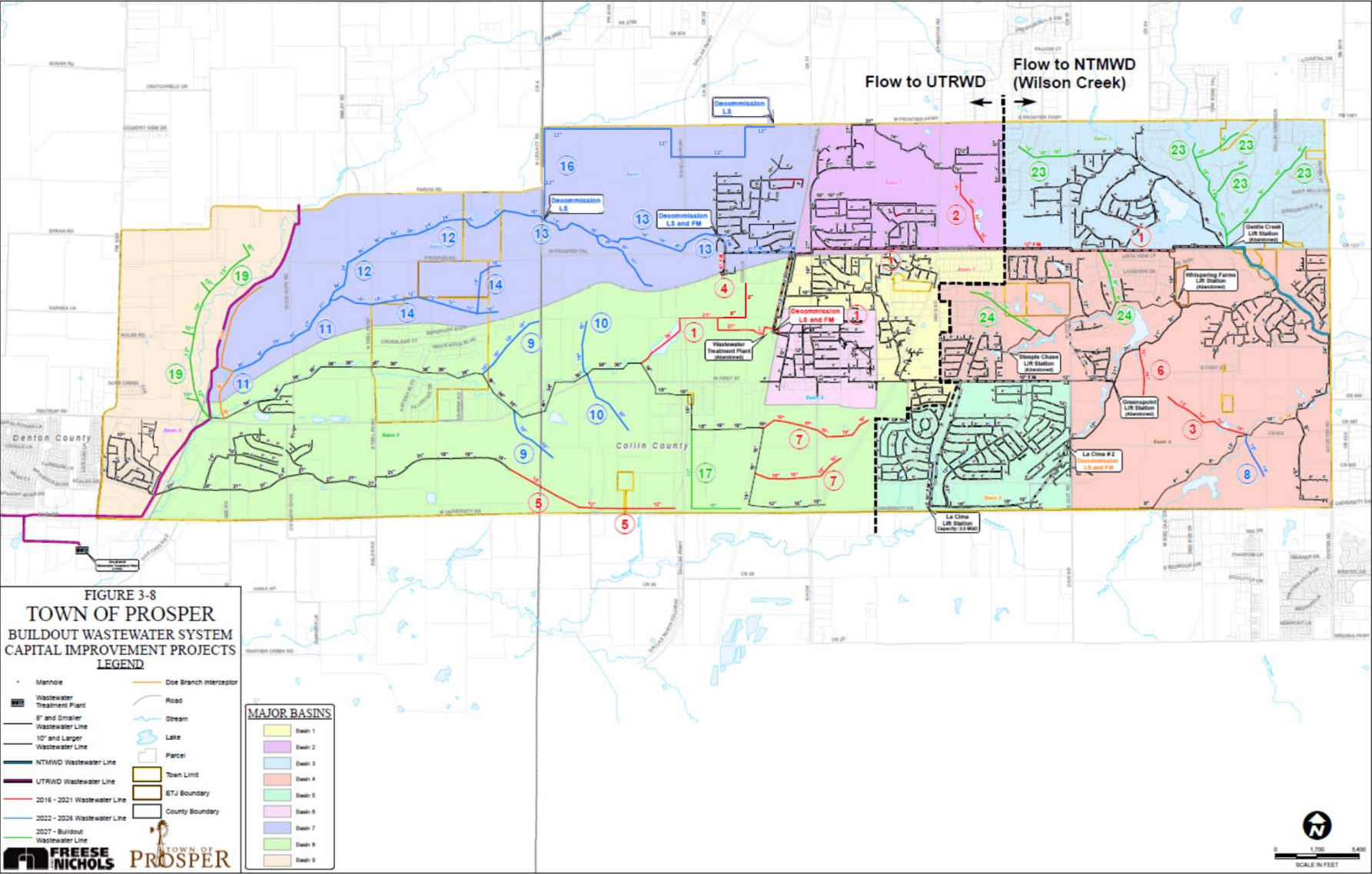
Town Staff Recommendation:

Town staff recommends that the Town Council amend the Wastewater Master Plan.

Proposed Motion:

I move to approve an amendment to the Wastewater Master Plan.







ENGINEERING SERVICES

To: Mayor and Town Council

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

Through: Harlan Jefferson, Town Manager
Rebecca Zook, Executive Director of Development and Infrastructure Services

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Claymoore Engineering, Inc., and the Town of Prosper, Texas, related to the design of the Upper Doe Branch Wastewater Line (Teel Parkway to PISD Stadium) project.

Description of Agenda Item:

The services associated with this agreement are for the design of approximately four miles of a sanitary sewer line extension from the current terminus of the sanitary sewer line in the Windsong Parkway development, near the intersection of Teel Parkway and Prosper Trail, to the Prosper ISD Stadium lift station. Based on the Town's Wastewater Master Plan, the sanitary sewer line is anticipated to be as large as twenty-four inches (24") in diameter. The design also includes the decommissioning of two lift stations, one along the east side of Legacy Drive between Prosper Trail and Frontier Parkway, and the other at the Prosper ISD Stadium.

At the April 9, 2019, Town Council meeting, the Town Council approved a list of qualified engineering firms, which included services for wastewater design. Although Claymoore Engineering, Inc., was not included on the approved list, staff received approval to use Claymoore Engineering, Inc., as a Direct Select firm to design this project due to their involvement in the development of both the SEC and SWC of Frontier Parkway and the Dallas North Tollway. The development of both of these key corners in Prosper is being initiated and it is critical that the development and sewer line extension to both corners be seamless. In addition to Claymoore's direct link to the first developments connecting to this line, the firm is very familiar with the Town's requirements as they are currently working on development projects throughout the Town. Claymoore Engineering, Inc., has been in business since 2012 and works with other municipalities in the region. Matt Moore, who will be the assigned registrant on this project, has 22 years of experience and has worked in almost every municipality in the Dallas/Fort Worth area.

Budget Impact:

The cost for the design is \$363,000. A budget amendment included in this agenda will increase the design budget for this project from \$250,000 to \$375,000. The funding source is Account No. 640-5410-50-00-2152-WW.

Legal Obligations and Review:

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

Attached Documents:

1. Professional Service Agreement
2. Location Map

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Professional Services Agreement between Claymoore Engineering, Inc., and the Town of Prosper, Texas, related to the design of the Upper Doe Branch Wastewater Line (Teel Parkway to PISD Stadium) project.

Proposed Motion:

I move to authorize the Town Manager to execute a Professional Services Agreement between Claymoore Engineering, Inc., and the Town of Prosper, Texas, related to the design of the Upper Doe Branch Wastewater Line (Teel Parkway to PISD Stadium) project.

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND CLAYMOORE ENGINEERING, INC.
FOR THE UPPER DOE BRANCH WW LINE (TEEL-PISD STADIUM) (PRJ# 2152-WW)**

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

W I T N E S S E T H:

WHEREAS, Town desires to obtain professional engineering services in connection with the **Upper Doe Branch WW Line (Teel – PISD Stadium) (Prj# 2152-WW)**, hereinafter called "Project";

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

1. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.
2. **Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such services as are set forth and described in Exhibit A - Scope of Services and incorporated herein as if written word for word. All services provided by Consultant hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of their profession. In case of conflict in the language of Exhibit A and this Agreement, this Agreement shall govern and control. Deviations from the Scope of Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
3. **Prompt Performance by Consultant.** Consultant shall perform all duties and services and make all decisions called for hereunder promptly and without unreasonable delay as is necessary to cause Consultant's services hereunder to be timely and properly performed. Notwithstanding the foregoing, Consultant agrees to use diligent efforts to perform the services described herein and further defined in any specific task orders, in a manner consistent with these task orders; however, the Town understands and agrees that Consultant is retained to perform a professional service and such services must be bound, first and foremost, by the principles of sound professional judgment and reasonable diligence.
4. **Compensation of Consultant.** Town agrees to pay to Consultant for satisfactory completion of all services included in this Agreement a total fee of Three Hundred and Sixty Three Thousand Dollars (\$363,000) for the Project as set forth and described in Exhibit B - Compensation Schedule and incorporated herein as if written word for word. Lump sum fees shall be billed monthly based on the percentage of completion. Hourly not to exceed fees shall be billed monthly based on hours of work that have been completed. Direct Costs for expenses such as mileage, copies, scans, sub-consultants, and similar costs are included in fees and shall be billed as completed.

Consultant agrees to submit statements to Town for professional services no more than once per month. These statements will be based upon Consultant's actual services performed and reimbursable expenses incurred, if any, and Town shall endeavor to make prompt payments. Each statement submitted by Consultant to Town shall be reasonably itemized to show the amount of work performed during that period. If Town fails to pay Consultant within sixty (60) calendar days of the receipt of Consultant's invoice, Consultant may, after giving ten (10) days written

notice to Town, suspend professional services until paid.

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

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

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

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

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

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

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

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

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

Claymoore Engineering, Inc.
Matt Moore, PE - President
301 S. Coleman, Suite 40
Prosper, TX 75078
matt@claymooreeng.com

Town of Prosper
Harlan Jefferson, Town Manager
PO Box 307
Prosper, TX 75078
hjefferson@prospertx.gov

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

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

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 2nd day of March, 2022.

CLAYMOORE ENGINEERING, INC.

TOWN OF PROSPER, TEXAS

By:



Signature

Matt Moore, PE

Printed Name

President

Title

3/12/22

Date

By:

Signature

Harlan Jefferson

Printed Name

Town Manager

Title

Date

EXHIBIT A SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND CLAYMOORE ENGINEERING, INC. FOR THE UPPER DOE BRANCH WW LINE (TEEL-PISD STADIUM) (PRJ# 2152-WW)

I. PROJECT DESCRIPTION

Due to the future developments contemplated at the intersection of the Dallas Parkway and Frontier Parkway, completion of a sanitary sewer extension from the Windsong Ranch development to Frontier Parkway is needed to serve the planned developments. A variable sized sanitary sewer line is needed to be extended from Teel Parkway and Prosper Trail northeast to Legacy Drive to the existing lift station. From this point, the line will head north along Legacy Drive to Frontier Parkway. The proposed sanitary sewer line will head east along Frontier Parkway to the Dallas North Tollway then south along the west side of the Dallas North Tollway where it will cross the Dallas North Tollway and head east at the rear of the Metten Tract and the north along the eastern border of the Metten Tract. The final section of line will extend down Frontier Parkway to the Prosper ISD stadium located east of Frontier Park. The line is proposed to be located within a dedicated sanitary sewer easement along the proposed routing of the sanitary sewer facility.

The project will include a preliminary design that will determine the horizontal alignment and easement needs of the project and final design that will include a final design submittal. The project will continue through bid and construction phase services. This scope of services is based upon the preparation of one set of construction contract documents (plans and specifications) for the project.

II. TASK SUMMARY

Task 1 – Preliminary Design

1. Consultant will attend one meeting with Town to confirm the goals, schedule, and deliverables for the project.
2. Consultant will obtain and review all available data for the proposed sewer line.
3. Consultant will prepare right of entry letters for the proposed surveying services. It is anticipated that the Town will mail the letters to the property owners.
4. Effort will include the consultant preparing an alignment study for the proposed sanitary sewer line which will identify a maximum of three alternatives related to the alignment of the sanitary sewer line.
5. Consultant will conduct field visit with each property owner and town to obtain feedback and approval for preliminary layout. Consultant to provide staking of alignment prior to field visit.
6. Consultant will prepare a sanitary sewer basin map with projected flows based on zoning and Town Wastewater System design requirements in an effort to size the proposed line.
7. Consultant will prepare a preliminary horizontal and vertical layout of the proposed sanitary sewer line based on topographic survey information and other available data. Effort will include submittal of the layout to the Town for review along with response to one round of comments from the Town.
8. Effort will include preparation of an opinion of probable construction cost based on the proposed layout.
9. Consultant will identify the required easements for the proposed sanitary sewer line. Upon approval of the preliminary layout, easements documents will be coordinated with the Surveyor.

Task 2 – Final Design-

1. This task will include preparation of a 90% design based on the design data collected for the project. This submittal will include preparation of the proposed contract and bid documents for review by the Town. Consultant will prepare an updated Opinion of Probable Construction Cost based on the final design documents. Consultant will submit a PDF set of the applicable documents to the Town for review.
2. Consultant will attend one meeting with the Town to review the comments based on the 90% plans.
3. Consultant will submit the proposed plans for the proposed construction of the improvements within the Dallas North Tollway property to NTTA for their review and approval. Effort will include response to comment from NTTA.
4. Effort will include preparation of the 100% Final Design documents based on the review comments received from the 90% review. This package will include the applicable contract and bid documents. The submittal will include electronic copies of the construction drawings in pdf format.
5. Upon completion of Town review of the 100% Final Design documents, the consultant will prepare the final plan package to complete the project in accordance with the Town's bidding procedures. Effort will include preparation of an opinion of probable construction cost based on the final documents. In addition, the submittal will include electronic copies of the construction drawings in PDF and AutoCAD format based on the Town's electronic submittal requirements.

Task 3 – Bid Phase-

1. Consultant will assist Town by responding to bid questions and interpreting bid documents. Consultant will prepare and issue addendums to the bid documents to plan holders if necessary.
2. Consultant will attend a pre-bid meeting, if necessary, for the construction project and coordinate responses with Town.

Task 4 – Construction Phase- Consultant will provide construction phase services as outlined below. Please note that the Consultant does not guarantee the Contractor's performance, nor is Consultant responsible for supervision of the Contractor's operation and employees. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor.

1. Consultant will attend a pre-construction meeting with the awarded Contractor.
2. Consultant will assist in the processing of submittals, requests for information (RFI), shop drawings, and schedules.
3. Effort will include four (4) site visits to observe the progress and review in general if the work is proceeding in accordance with the final design documents.
4. Consultant will prepare record drawings based on the information furnished by Contractor reflecting changes made during construction. Consultant shall provide electronic files in PDF and a DWG copy of the Record Drawings to the Town.

Task 5 – Topographical Survey – Consultant through a subconsultant will perform surveying services for the project. The following survey shall be provided.

1. Prepare a detailed topographic survey for the new sanitary sewer line to be extended from Teel Parkway and Prosper Trail to the existing Prosper ISD stadium. Survey will be an approximate 50-ft swath along the proposed alignment and will include all visible surface features, spot elevations, one-foot contours, boundary lines, and trees that are 6-inches in diameter or larger. The survey will be delivered in electronic AutoCAD format.
2. Surveyor will request Texas 811.
3. Consultant will coordinate with the Town on the marking of their existing utilities.

Task 6 -Easement Documents-

1. Consultant's surveyor will prepare up to ten (10) permanent easement documents and ten (10) temporary construction easement documents, signed and sealed by a Registered Professional Land Surveyor.

Task 7 – Subsurface Utility Engineering (SUE) – Consultant through a subconsultant will provide subsurface utility engineering (SUE) services. SUE work required for this project in a general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02. Below is a summary of the levels of SUE work

- a. Quality Level D (QL "D") – Information derived from existing records.
 - b. Quality Level C (QL "C") – QL "D" information supplemented with information obtained by surveying visible above-ground utility features (i.e., valves, hydrants, meters, manhole covers, etc.).
 - c. Quality Level B (QL "B") – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
 - d. Quality Level A (QL "A") – Also known as "locating", this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
1. Effort is assumed to include four (4) test holes in accordance with QL A listed above at locations selected based on Town feedback.
 2. Sub-consultant will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of this scope.

Task 8- Environmental Services- Consultant through a subconsultant will render the following professional environmental services in connection with the project.

A: Phase I Cultural Resources Pedestrian Survey

Through cursory review of the project, SUBCONSULTANT has determined that there are no previously recorded sites or other cultural resources within proposed project area. Furthermore, historic aerial photography and topographic maps reveal that the project area is absent of any potentially historic structures. Due to the proximity of the project to unnamed tributary to Doe Branch, the project area has an elevated probability of prehistoric archeological resources. As a portion of the project is located within frequently flooded soils, it is anticipated that the THC may require deep testing to evaluate if the project will impact any deeply buried archeological sites within the floodplain.

Once notice-to-proceed (NTP) has been acquired, SUBCONSULTANT will immediately begin preparations to coordinate with the THC. Coordination with the THC will occur through the submittal of an Antiquities Permit Application that describes the project area and details the proposed scope of work. Once the permit application has been approved by the THC, SUBCONSULTANT will be provided a permit number and receive authorization to conduct the archeological survey. The THC has a maximum of 30 days to review a submitted permit application. Concurrent to Antiquities Permit Application review, SUBCONSULTANT will begin coordinating with project management to streamline fieldwork once the permit has been received. Since the project will be located on state land and will require a Section 404 permit, an archeological survey must be conducted for the project to comply with state and federal law. As such, SUBCONSULTANT will provide the following professional services to obtain THC/USACE approval for the project:

- complete the Antiquities Permit Application necessary to conduct the intensive pedestrian archeological survey;

- complete a full intensive pedestrian archeological survey to document archeological sites 50 years or older within the project corridor;
- make preliminary determinations of eligibility for inclusion in the NRHP or as a State Antiquities Landmark (SAL) for any documented archeological sites encountered;
- analyze any artifacts recorded and/or collected (if applicable);
- complete and submitting State of Texas Archeological Site Data Forms to the Texas Archeological Research Laboratory (TARL) for any newly recorded archeological sites encountered within the project area and obtain site trinomial identification numbers;
- draft a technical report that documents the archeological background review, survey methods, survey results, any necessary NRHP eligibility assessment, and recommendations; and
- conduct coordination with the THC to agency comment.

Due to the presence of soils indicating both alluvial deposition within the unnamed tributary to Doe Branch floodplain and *in situ* development within upland settings, this intensive archeological survey will be conducted using systematically-placed shovel tests within the project area. In areas with potential for containing archeological materials in shallow contexts (i.e., depths less than 3 feet [ft]), shovel tests will be excavated to the top of culturally sterile deposits, typically the calcic (Bk) subsoil horizon or bedrock in this area. Each shovel test will be at least 30 centimeters (cm) in diameter and will be excavated in levels not exceeding 20 cm in thickness. Excavated soil will be screened using 0.25-inch (in; 0.64-cm) hardware mesh to facilitate the recovery of artifacts. If clay content is high and cannot be efficiently screened, the excavated soil will be manually troweled and inspected for cultural deposits. Additionally, the physical properties of each natural stratigraphic level will be recorded. All shovel test locations will be plotted using hand-held Global Positioning System (GPS) units. Investigators will document the results of each shovel test on standardized forms.

For linear portions of the project (e.g., proposed force and gravity mains), the THC Archeological Survey Standards for Texas require that 16 shovel tests be conducted per mile (mi) along each survey transect. Thus, it is anticipated that a maximum of approximately 46 shovel tests will be required by the current CTA archeological survey standards and will be excavated during the intensive survey. However, the number of shovel and auger tests could vary based on the extent of previous disturbances, exposed bedrock or culturally sterile subsoil, and steep slopes present within the project area, or if archeological site(s) are encountered.

B - Delineation of Waters of the United States

SUBCONSULTANT will provide professional services to delineate all waters of the United States, including wetlands, at the specified project site. SUBCONSULTANT wetland ecologist will delineate the jurisdictional limits of the streams and any on-channel ponds based on 33 CFR 328.3[e], delineate the jurisdictional limits of any potential wetlands based on the 1987 USACE Wetland Delineation Manual, the Great Plains Regional Supplement, and current Regulatory Guidance Letters. SUBCONSULTANT will record the boundaries of any potential jurisdictional waters with a sub-meter accurate Global Positioning System and on field maps that will be digitized for illustrations and calculations. This delineation map will be provided to the client.

The deliverable for this task is a letter report that summarizes the delineation of the site. The letter report will include:

- Delineation map of the jurisdictional waters of the United States;
- Routine Wetland Determination Data Forms completed for all potential wetlands (including any questionable wetlands);
- Representative photographs of upland and jurisdictional sites;
- Descriptions of the site and each jurisdictional area (i.e., soils, plant communities, historic land use, stream characteristics, and ultimately the quality);

- Determinations as to significant nexus for all wetlands and non-relatively permanent waters within the study limits; and
- Definitions of a water of the United States and whether each water/wetland feature meet a definition (i.e., SUBCONSULTANT' opinion as to whether they are jurisdictional).

C – Protected Species Habitat Assessment

This effort will include coordinating with USFWS to determine the species listed in Collin County, habitat surveys for listed protected species and a report presenting the findings of the surveys. Research of available data will determine the listed species and their preferred habitat. Species-specific surveys will not be covered in this scope of services, since they require substantial time throughout particular seasons using specific protocols. Habitat surveys are designed to determine whether the site contains preferred protected species habitat and the likelihood of the presence of that species. A brief letter report will be prepared summarizing the results of the survey. Specifically, the report will describe the habitats present on the site, the protected species that are listed in Collin County and their preferred habitats, and an evaluation of whether or not this preferred habitat is present on the site.

D – Section 404/Nationwide Permit Assessment

After the delineation and cultural resources survey is completed, SUBCONSULTANT will utilize this information to evaluate the proposed alignment to determine compliance with Section 404 of the CWA, specifically the NWP program. SUBCONSULTANT will evaluate the proposed project and what impacts the project has in waters of the United States to determine the USACE's scope and type of permit necessary for the impacts. Next SUBCONSULTANT will document the NWP terms and conditions, General Conditions, and Fort Worth District Regional Conditions for the applicable permit. Finally, SUBCONSULTANT will document how the proposed project complies with each of these conditions. SUBCONSULTANT will summarize the delineation, impact assessment, permit conditions, and compliance in a brief letter report. Compile existing information and conduct site visit

1. Prior to making a field visit, obtain information for the vicinity such as soils maps, National Wetland Inventory maps, topographic maps, floodplain maps, and other readily available, pertinent data. This information will be evaluated to guide the field survey described below. Consultant's scientists will conduct a pedestrian survey of the route to identify environmental issues. This investigation will include the following:
 - i. Identification of "waters of the U.S." as defined by U.S. Army Corps Engineers' regulations. These waters of the U.S. are regulated by the USACE and require a permit for activity conducted within the jurisdictional boundaries. The presence of jurisdictional waters such as ephemeral, intermittent, or perennial streams; wetlands; or other open waters will be documented. This scope does not include a full wetland delineation.
 - ii. The presence of potential habitat for any federally listed threatened or endangered species will be determined.
 - iii. Readily observable evidence of any obvious environmental contamination such as stained soils, sheens on water, etc. will be noted.

Additional Services: Additional Services to be performed by Consultant, if authorized by the Town which are not included in the above-described scope of services, are described as follows:

- A. Field layouts or the furnishings of construction line and grade surveys.
- B. Coordination with TCEQ on existing lift stations that are being removed.
- C. USACOE 404 permitting
- D. Archaeological Site Assessment or Trenching
- E. Providing services made necessary because of unforeseen conditions identified during construction.
- F. Value Engineering studies after issuance of construction contract.
- G. Follow-up professional services during Contractor's warranty period.
- H. Providing easement acquisition services.
- I. Providing environmental services beyond those described in the scope of work.

III. DELIVERABLES

Task 1 & 2- Preliminary & Final Design	Provide Preliminary and Final Design for Sanitary Sewer Extension.
Task 3 – Bid Phase	Provide assistance to Town in addressing bid questions and issuing plans for construction.
Task 4 – Construction Phase	General construction phase services such as RFI, Site Visits, and Submittal Review. Prepare Record Drawings
Task 5 -Topographical Survey	AutoCAD file with horizontal and vertical control points, property lines, existing easements, existing utilities and 1-foot contours.
Task 6 – Easement Documents	Exhibits and legal descriptions for sewer easement and temporary construction easement.
Task 7 – Subsurface Utility Engineering (SUE)	AutoCAD file with horizontal/vertical locations of Level A test holes
Task 8 – Environmental Services	Provide a memo documenting the conclusions and recommendations of the environmental assessments.

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN THE TOWN OF PROSPER, TEXAS, AND CLAYMOORE ENGINEERING, INC.
FOR THE UPPER DOE BRANCH WW LINE (TEEL-PISD STADIUM) (PRJ# 2152-WW)**

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	March 2022	
Task 1 – Preliminary Design	July 2022	\$54,000
Task 2 – Final Design	December 2022	\$160,000
Task 3 – Bid Phase	February 2023	\$6,500
Task 4 – Construction Phase	February 2024	\$16,000
Task 5 – Topographical Survey	June 2022	\$64,000
Task 6 – Easement Documents	September 2022	\$20,000
Task 7 – Subsurface Utility Engineering	September 2022	\$14,000
Task 8 – Environmental Services	September 2022	\$28,500
Total Compensation		\$363,000

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Preliminary Design	\$54,000
Task 2 – Final Design	\$160,000
Task 3 – Bid Phase	\$6,500
Task 4 – Construction Phase	\$16,000
Total Basic Services:	\$236,500

Special Services (Hourly Not-to-Exceed)	Amount
Task 5- Topographical Survey	\$64,000
Task 6- Easement Documents	\$20,000
Task 7- Subsurface Utility Engineering (SUE)	\$14,000
Task 8- Environmental Services	\$28,500
Total Special Services:	\$126,500

Direct Expenses	Amount
None	\$0
Total Direct Expenses:	\$0

EXHIBIT C INSURANCE REQUIREMENTS

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

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

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

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

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

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$20,000 must be declared to and approved by the Town.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

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

2. Workers Compensation and Employer's Liability Coverage:

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

3. All Coverages:

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

4. Professional Liability and / or Errors and Omissions:

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

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

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

Certificate holder to be listed as follows:

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

EXHIBIT E CONFLICT OF INTEREST QUESTIONNAIRE

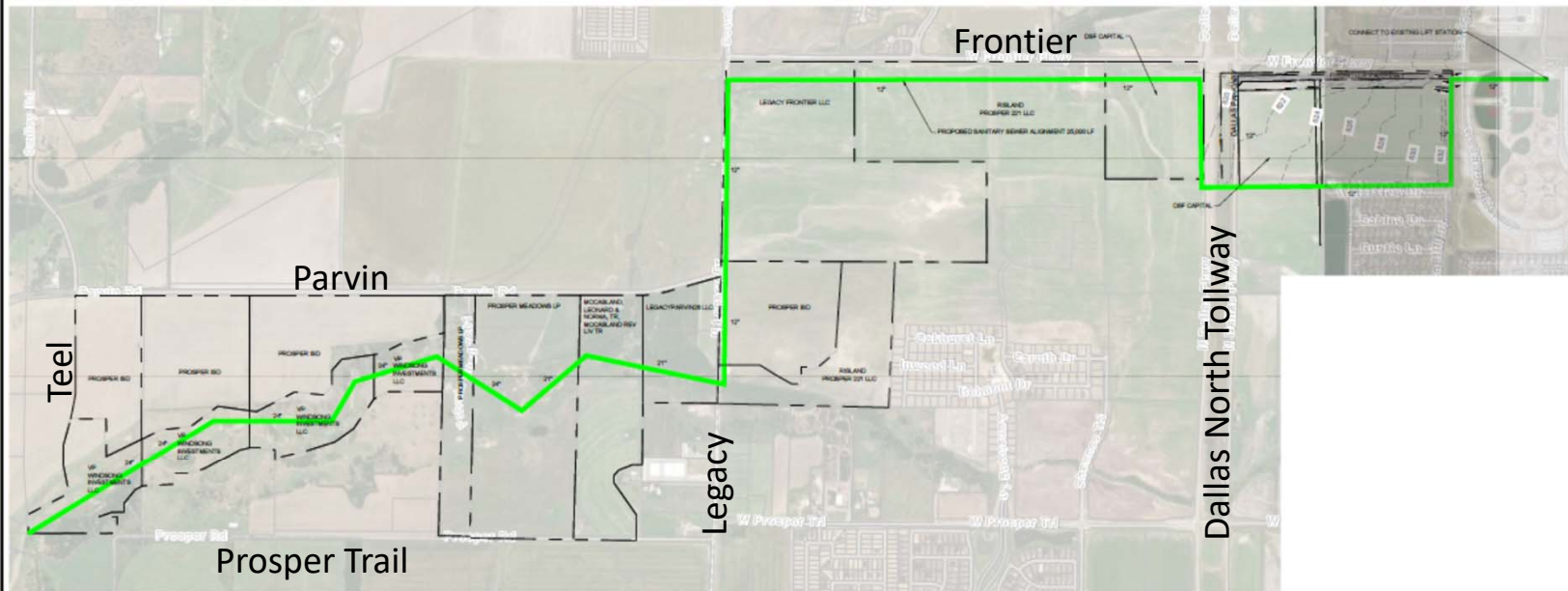
CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <hr style="width: 50%; margin: auto;"/> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="text-align: center; font-size: 1.2em;">[Signature]</p> <p style="text-align: center; font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="text-align: center; font-size: 1.2em;">3/16/22</p> <p style="text-align: center; font-size: 0.8em;">Date</p> </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

Location Map



CLAYMOORE
ENGINEERING

PRELIMINARY
FOR REVIEW ONLY
Not for construction purposes.
CLAYCOORE ENGINEERING
ARCHITECTS AND PLANNERS
CONSULTANTS
Project: 10000 DOWNEY
Job No: 100000 Date: 3/11/2012

**PROSPER CIP
SEWER PROJECT
PROSPER, TEXAS 75078**

EXHIBIT A

Chemical	MAD
Chemical	MAD
Chemical	MAD
Chemical	OUTSIDE

SHEET

EX-A



POLICE DEPARTMENT

To: Mayor and Town Council

From: Doug Kowalski, Chief of Police

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon approving a Standard Form of Agreement with Pogue Construction Co., LP, for the construction of a covered parking structure for the Police Department; and authorizing the Town Manager to execute the same.

Description of Agenda Item:

The construction of a covered parking structure for the Police Department was previously approved by Town Council. At the Town Council Meeting on March 8, 2022, the Town Council was presented with and discussed four options for covered parking. The Town Council approved moving forward with Option 4: Aluminum canopy with lighting in the amount of \$380,906.90.

The Town will be connecting to existing systems. Therefore, the Town will use Pogue Construction Co., LP, the CMAR for the Public Safety Complex Phase 1 (Police Department and Dispatch) Facility, in order to maintain the integrity of any mechanical and system warranties.

Budgetary Impact:

The fiscal year 2021-2022 adopted budget included \$179,000 in account 100-6110-20-01. The Town's Finance Director will present a Budget Amendment for the difference between Option 4 and the original budget of \$179,000 on March 29, 2022.

Legal Obligations and Review:

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

Attachments:

1. Standard Agreement
2. General Conditions Contract

Town Staff Recommendation:

Town staff recommends approving a Standard Form of Agreement with Pogue Construction Co., LP, for the construction of a covered parking structure for the Police Department; and authorizing the Town Manager to execute the same.

Proposed Motion:

I move to approve a Standard Form of Agreement with Pogue Construction Co., LP, for the construction of a covered parking structure for the Police Department; and authorize the Town Manager to execute the same.



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 03 day of 29 in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Prosper
250 W. First St.
Prosper, TX 75078

and the Contractor:
(Name, legal status, address and other information)

Pogue Construction Co., L.P.
1512 Bray Central Drive, Suite 300
McKinney, TX 75069

for the following Project:
(Name, location and detailed description)

Town of Prosper
Police Station Covered Parking

The Architect:
(Name, legal status, address and other information)

N/A

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner.

☐ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ Not later than Two Hundred and Fifty Two (252) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Eighty Thousand Nine Hundred Six Dollars and Ninety Cents (\$ 380,906.90), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item
NONE

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item
NONE

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item
NONE

Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item
NONE

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

100/day

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

Init.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

Init.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Doug Kowalski

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Brandon Colquitt

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Number	Title	Date
See Exhibit A		

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☐ The Sustainability Plan:

Title	Date	Pages
-------	------	-------

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

Town of Prosper

Pogue Construction Co., LP, a Texas Limited Partnership, Acting by and through Ben Pogue, LC, a Texas Limited Liability company, General Partner

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

By: Benjamin P. Pogue, Sole Member of Ben Pogue LC, a Texas Limited Liability Company.

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:27:34 ET on 03/17/2022.

PAGE 1

AGREEMENT made as of the 03 day of 29 in the year 2022

...

Town of Prosper
250 W. First St.
Prosper, TX 75078

...

Pogue Construction Co., L.P.
1512 Bray Central Drive, Suite 300
McKinney, TX 75069

...

Town of Prosper
Police Station Covered Parking

...

N/A

PAGE 2

[X] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[X] Not later than Two Hundred and Fifty Two (252) calendar days from the date of commencement of the Work.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Eighty Thousand Nine HundredSix Dollars and Ninety Cents (\$380,906.90) , subject to additions and deductions as provided in the Contract Documents.

...

NONE

...

NONE

...

NONE

...

NONE

...

100/day**PAGE 4**5%**PAGE 6**[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

...

Doug Kowalski

...

Brandon Colquitt**PAGE 7**See Exhibit A

PAGE 8

Town of ProsperPogue Construction Co., LP, a Texas Limited Partnership, Acting by and through Ben Pogue, LC, a Texas Limited Liability company, General Partner

...

By: Benjamin P. Pogue, Sole Member of Ben Pogue LC, a Texas Limited Liability Company.

Certification of Document's Authenticity

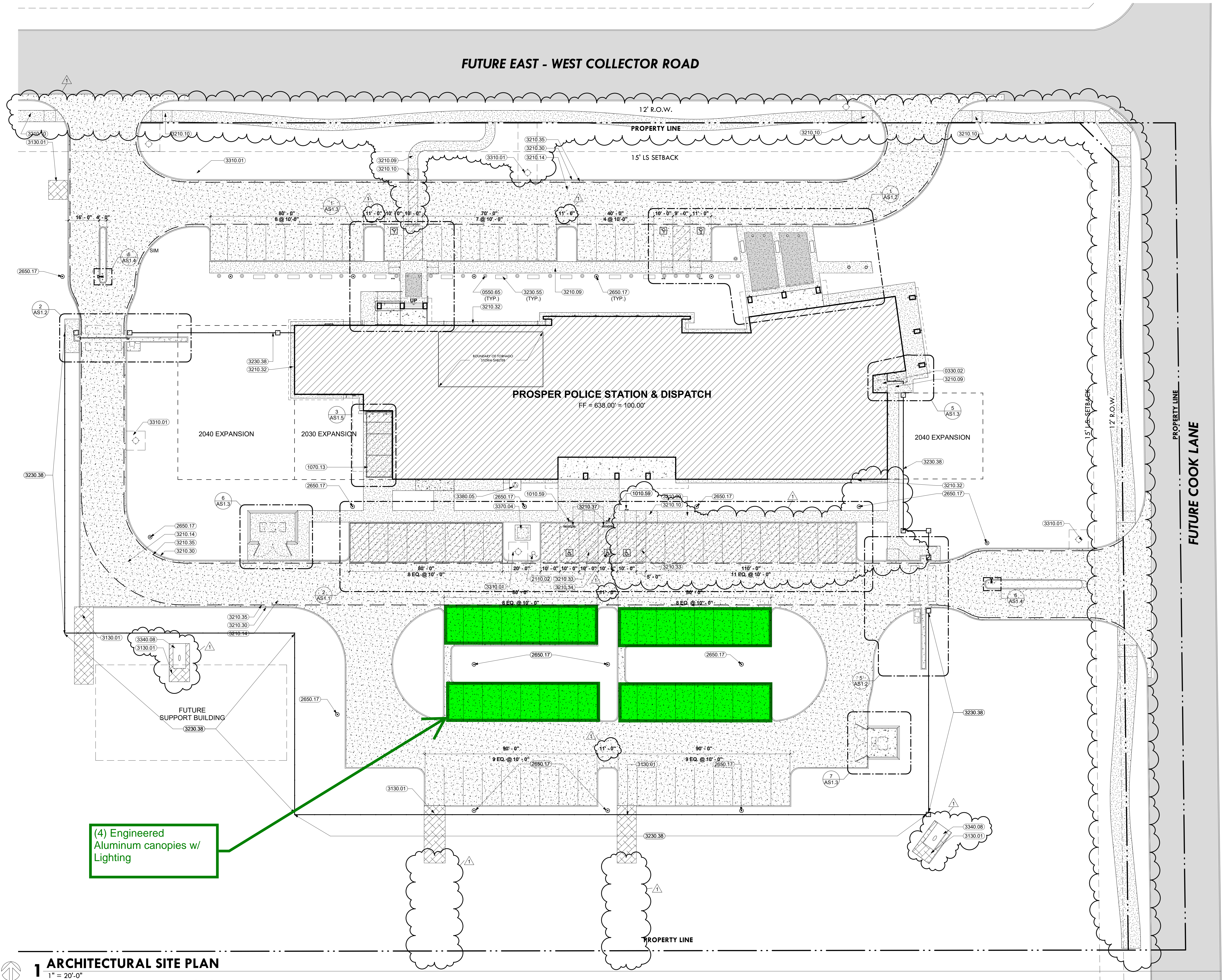
AIA® Document D401™ – 2003

I, Ben Pogue, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:27:34 ET on 03/17/2022 under Order No. 2114237620 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



KEYNOTES

- 0330.02 CONCRETE SLAB (RE: STRUCTURAL)
- 0550.85 10" PIPE BOLLARD WITH STAINLESS STEEL COVER
- 1010.59 POLE MOUNTED SIGNAGE - "RESERVED FOR HANDICAPPED"
- 1070.13 PRE-MANUFACTURED ALUMINUM CANOPY SYSTEM
- 2110.02 REMOTE FIRE DEPARTMENT STORZ CONNECTION
- 2650.17 LIGHT POLE / FIXTURE ON CONCRETE BASE
- 3130.01 ROCK RIP-RAP (RE: CIVIL)
- 3210.09 4" CONCRETE SIDEWALK WITH #3'S AT 18" O.C.E.W.
- 3210.10 CONCRETE CURB RAMP PER CITY REQUIREMENTS
- 3210.14 CONCRETE PAVING (RE: CIVIL)
- 3210.30 6" CONCRETE CURB (WITH GUTTER AS REQUIRED) (RE: CIVIL)
- 3210.32 CONCRETE MOW STRIP
- 3210.33 4" PAVEMENT MARKING (DIAGONAL STRIPING AT 2'-0" O.C. TYPICAL)
- 3210.34 H.C. PAVEMENT MARKING
- 3210.35 FIRE LANE STRIPING PER CITY REQUIREMENTS
- 3210.37 WHEEL STOP (8'-0" LONG), DRILL AND DOWEL INTO PAVING
- 3230.38 DECORATIVE METAL FENCE
- 3230.55 QUARRIED STONE BLOCK
- 3310.01 FIRE HYDRANT (RE: CIVIL / PLUMBING)
- 3340.08 CONCRETE HEADWALL (RE: CIVIL)
- 3370.04 TRANSFORMER WITH CONCRETE PAD PER POWER COMPANY REQUIREMENTS
- 3380.05 COMMUNICATIONS TOWER (N.I.C.)

HARDSCAPE LEGEND

PATTERN	DESCRIPTION
	CAST IN PLACE CONCRETE PAVING
	CAST IN PLACE CONCRETE SIDEWALK
	PRE-CAST CONCRETE PAVING UNIT
	RIP-RAP

1 ARCHITECTURAL SITE PLAN

1" = 20'-0"

2 PARKING CANOPY - ALTERNATE 1

1" = 20'-0"

Exhibit A

BROWN REYNOLDS WATFORD ARCHITECTS
3333 TRAVIS STREET
SUITE 250
DALLAS, TEXAS 75204
214-528-8704
WWW.BRWARCH.COM

COPYRIGHT © 2019
BROWN REYNOLDS WATFORD ARCHITECTS, INC.
DATE MAY 2, 2019
DRAWN BY GB, RF, RL, PH
CHECKED BY JC, GD
BRW PROJECT NUMBER 21805500

TOWN OF PROSPER & POLICE STATION & DISPATCH

851 SAFETY WAY
PROSPER, TX 75078

NO.	REVISION	DATE
1	ASI #2	07/03/2019

ASI.1
ARCHITECTURAL SITE PLAN



AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)
Police Station Covered Parking
Prosper, TX 75078

THE OWNER:

(Name, legal status and address)
Town of Prosper
250 W. First ST.
Prosper, TX 75078

THE ARCHITECT:

(Name, legal status and address)

N/A

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- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(3B9ADA

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(3B9ADA)

Building Permit	4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- 1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME**§ 8.1 DEFINITIONS**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION**§ 9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

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appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect

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will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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Additions and Deletions Report for

AIA® Document A201® – 2007

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PAGE 1

Police Station Covered Parking
Prosper, TX 75078

...

Town of Prosper
250 W. First ST.
Prosper, TX 75078

N/A

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Ben Pogue, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:30:25 ET on 03/17/2022 under Order No. 2114237620 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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PARKS & RECREATION

To: Mayor and Town Council

From: Paul Naughton, RLA, Parks Planning Manager

Through: Harlan Jefferson, Town Manager
Robyn Battle, Executive Director of Community Services

Re: Town Council Meeting – March 29, 2022

Agenda Item:

Consider and act upon awarding CSP No. 2022-31-B to North Rock Construction, related to construction services for the Town Hall Honor Wall (2117-PK); and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On February 10, 2022 at 2:00 PM, three (3) Competitive Sealed Proposals (CSP) were received for the Town Hall Honor Wall project. The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

- Qualifications and Experience (30%)
 - Outline contractor and subcontractor experience with similar projects.
 - Outline qualifications of key personnel assigned to this project.
 - Provide references.
- Proposed Project Timeline (20%)
- Cost Proposal (50%)

The verified cost proposals ranged between \$221,877.00 and \$310,654.00. The proposed final completion times ranged from 70 calendar days to 120 calendar days. North Rock Construction, was the firm that ranked the highest after consideration of Costs, Time, and Qualifications, with a negotiated cost of \$221,877.00 and negotiated project timeline of 120 calendar days.

North Rock Construction costs include both Honor Walls and associated sitework and masonry. North Rock Construction recently completed the construction of the Whitley Place Trail Powerline Project for the Town and the Gateway Monument. Staff checked the references provided and received positive feedback.

Budget Impact:

The FY 2021-2022 Capital Improvement Program included a total budget of \$221,877.00 in General Funds for the Town Hall Honor Wall Project. This agreement will be funded from the account 100-6610-10-99.

Legal Obligations and Review:

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

Attached Documents:


1. Evaluation Matrix
2. Construction Agreement

Town Staff Recommendation:

Town staff recommends awarding CSP No. 2022-31-B to North Rock Construction, related to construction services for the Town Hall Honor Wall (2117-PK); and authorizing the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award CSP No. 2022-31-B to North Rock Construction, related to construction services for the Town Hall Honor Wall (2117-PK); and authorizing the Town Manager to execute a construction agreement for same.

Recommendation of Award	
Solicitation No:	CSP No 2022-31-B
Solicitation Title:	Town Hall Honor Wall
Recommended Vendor:	North Rock Construction
Line Items to Award:	All
Award Amount:	\$221,877.00
Budgeted Amount:	\$221,877.00
Funding Source:	
Target Council Date:	March 29, 2022
	(Allow sufficient time for processing by the Purchasing Office)
References Checked By:	Parviz Shakeri
	(Attach Reference Check Worksheets)
Reviewed and Approved By:	Dan Baker 
	(Department Head or Executive Director)

CSP No. 2022-31-B
Town Hall Honor Wall

EVALUATION MATRIX		AUTHERS BUILDING GROUP		GROD CONSTRUCTION, LLC		NORTH ROCK CONSTRUCTION	
EVALUATION CRITERIA	WEIGHTING	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE	POINTS	WEIGHTED SCORE
Qualifications and Experience	30%	7.19	2.16	7.36	2.21	9.11	2.73
Proposed Project Timeline	20%	10.00	2.00	5.83	1.17	5.83	1.17
Cost Proposal	50%	7.14	3.57	8.88	4.44	10.00	5.00
TOTAL	100%		7.73		7.81		8.90



2022-31-B

Town Hall Honor Wall

Issue Date: 1/25/2022

Questions Deadline: 2/4/2022 12:00 PM (CT)

Response Deadline: 2/10/2022 02:00 PM (CT)

Contact Information

Contact: January Calhoun, Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1018

Email: jcalhoun@prospertx.gov

Event Information

Item 19.

Number: 2022-31-B
Title: Town Hall Honor Wall
Type: Competitive Sealed Proposal
Issue Date: 1/25/2022
Question Deadline: 2/4/2022 12:00 PM (CT)
Response Deadline: 2/10/2022 02:00 PM (CT)
Notes: Budget: \$77,000

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-31-B TOWN HALL HONOR WALL. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Thursday, February 10, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Thursday, February 10, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88916650926>

Meeting ID: 889 1665 0926

Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of a new brick, cast stone and limestone clad honor wall with bronze metal plaques for each of the military divisions, police and fire. The project scope includes inground lighting, pavers, demolition, concrete foundation and minor sitework

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Parks and Recreation Department, 409 E. First Street Prosper, Texas, 75078, Phone: (972) 569-1160 without charge. These documents may be acquired from that office for the non-refundable purchase price of \$25 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may

also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Item 19.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at jcook@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Friday, February 4, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit a Planholder Registration Form to be added to the official Planholder List

Ship To Information

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

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017
Email: ap@prospertx.gov

Bid Activities

Pre-Proposal Conference

2/3/2022 3:00:00 PM (CT)

A pre-proposal meeting will be held online for this project at 3:00 P.M., Thursday, February 3, 2022. Attendance is optional. To participate in the pre-proposal meeting, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88538410859>

Meeting ID: 885 3841 0859

Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

Public Proposal Opening

2/10/2022 3:00:00 PM (CT)

The proposal opening will be held online on Thursday, February 10, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88916650926>

Meeting ID: 889 1665 0926

Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

Bid Attachments

Item 19.

CSP No. 2022-31-B Contract Documents and Specifications.pdf

[Download](#)

CSP No. 2022-31-B Contract Documents and Specifications

CSP No. 2022-31-B Construction Plans.pdf

[Download](#)

CSP No. 2022-31-B Construction Plans

Standard Terms and Conditions for Procurements Construction V 4-24-20.pdf

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Standard Terms and Conditions for Procurements Construction

GENERAL CONDITIONS CIP 2-21-2020.pdf

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GENERAL CONDITIONS CIP 2-21-2020

Insurance Requirements for Construction Services R7-25-19.pdf

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Insurance Requirements for Construction Services

CSP No. 2022-31-B Bid Bond.pdf

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CSP No. 2022-31-B Bid Bond

CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf

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CIP Completed Projects and References Worksheet

Out of State Contractor Compliance Form.pdf

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Out of State Contractor Compliance Form

Conflict of Interest Questionnaire - fillable.pdf

[Download](#)

Conflict of Interest Questionnaire

CSP No. 2022-31-B Planholder Registration Form.pdf

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CSP No. 2022-31-B Planholder Registration Form

Requested Attachments

Attachment A1 - Qualifications and Experience

(Attachment required)

Outline contractor and subcontractor experience with similar projects

Attachment A2 - Resumes

(Attachment required)

Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager)

Attachment A3 - Completed Projects and References Worksheet

(Attachment required)

Complete and submit the Completed Projects and References Worksheet.

Attachment A4 - Project Schedule

(Attachment required)

Submit a copy of an actual project schedule used during construction (this should be a sample for same or similar project already in progress or completed)

Bid Bond

(Attachment required)

Out of State Contractor Compliance Form

Only if applicable

Conflict of Interest Questionnaire

Only if applicable

1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

☐ I Agree

(Required: Check if applicable)

2 Bid Proposal Condition No. 2

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

☐ I Agree

(Required: Check if applicable)

3 Bid Proposal Condition No. 3

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

☐ I Agree

(Required: Check if applicable)

4 Bid Proposal Condition No. 4

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

☐ I Agree

(Required: Check if applicable)

5 Bid Proposal Condition No. 5

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

☐ I Agree

(Required: Check if applicable)

6 Bid Proposal Condition No. 6

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

☐ I Agree

(Required: Check if applicable)

7 Bid Proposal Condition No. 7

Item 19.

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

☐ I Agree*(Required: Check if applicable)***8 Bid Proposal Condition No. 8**

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

☐ I Agree*(Required: Check if applicable)***9 Bid Proposal Condition No. 9**

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

☐ I Agree*(Required: Check if applicable)***10 Bid Proposal Condition No. 10**

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within **the number of calendar days proposed based on date of Notice to Proceed.**

☐ I Agree*(Required: Check if applicable)***11 Bid Proposal Condition No. 11**

Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within **the number of calendar days proposed** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.

☐ I Agree*(Required: Check if applicable)***12 Bid Proposal Condition No. 12**

Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.

☐ I Agree*(Required: Check if applicable)***13 Bid Proposal Condition No. 13**

Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.

☐ I Agree*(Required: Check if applicable)*

1
4**Bid Proposal Condition No. 14**

Item 19.

In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by **surety company named in the space provided**, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.**

☐ I Agree

(Required: Check if applicable)

1
5**Bid Proposal Condition No. 15**

The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

☐ I Agree

(Required: Check if applicable)

1
6**Bid Proposal Condition No. 16**

The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

☐ I Agree

(Required: Check if applicable)

1
7**Base Bid**

Cost of Materials

\$

(Required: Numbers only)

1
8**Base Bid**

Cost of Labor, Profit, etc.

\$

(Required: Numbers only)

1
9**Addendum No. 1**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
0**Addendum No. 2**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
1**Addendum No. 3**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
2**Addendum No. 4**

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
3**Addendum No. 5**

Item 19.

Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)

☐ Acknowledged

(Optional: Check if applicable)

2
4**Subcontractor 1 - Name**

Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

(Optional: Maximum 1000 characters allowed)

2
5**Subcontractor 1 - Type of Work**

(Optional: Maximum 1000 characters allowed)

2
6**Subcontractor 1 - % of Work** %

(Optional)

2
7**Subcontractor 2 - Name**

(Optional: Maximum 1000 characters allowed)

2
8**Subcontractor 2 - Type of Work**

(Optional: Maximum 1000 characters allowed)

2
9**Subcontractor 2 - % of Work** %

(Optional)

3
0**Subcontractor 3 - Name**

(Optional: Maximum 1000 characters allowed)

3
1

Subcontractor 3 - Type of Work

Item 19.

(Optional: Maximum 1000 characters allowed)

3
2

Subcontractor 3 - % of Work

%

(Optional)

3
3

Subcontractor 4 - Name

(Optional: Maximum 1000 characters allowed)

3
4

Subcontractor 4 - Type of Work

(Optional: Maximum 1000 characters allowed)

3
5

Subcontractor 4 - % of Work

%

(Optional)

3
6

Subcontractor 5 - Name

(Optional: Maximum 1000 characters allowed)

3
7

Subcontractor 5 - Type of Work

(Optional: Maximum 1000 characters allowed)

3
8

Subcontractor 5 - % of Work

%

(Optional)

3
9

Supplier 1 - Name

Item 19.

Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.

(Optional: Maximum 1000 characters allowed)

4
0

Supplier 1 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

4
1

Supplier 2 - Name

(Optional: Maximum 1000 characters allowed)

4
2

Supplier 2 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

4
3

Supplier 3 - Name

(Optional: Maximum 1000 characters allowed)

4
4

Supplier 3 - Type of Material/Equipment

(Optional: Maximum 1000 characters allowed)

4
5

Supplier 4 - Name

(Optional: Maximum 1000 characters allowed)

4 6	Supplier 4 - Type of Material/Equipment <div style="float: right; border: 1px solid black; padding: 2px; font-size: small;">Item 19.</div> <div style="font-size: x-small; margin-top: 10px;">(Optional: Maximum 1000 characters allowed)</div>
4 7	Supplier 5 - Name <div style="font-size: x-small; margin-top: 10px;">(Optional: Maximum 1000 characters allowed)</div>
4 8	Supplier 5 - Type of Material/Equipment <div style="font-size: x-small; margin-top: 10px;">(Optional: Maximum 1000 characters allowed)</div>
4 9	Project Timeline: Substantial Completion <p>Provide number of days to reach substantial completion of all construction</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> <div style="font-size: x-small;">(Required: Numbers only)</div>
5 0	Project Timeline: Final Completion <p>Provide number of days to reach final completion of all construction (this should be the number of days in addition to the number of days proposed for substantial completion)</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> <div style="font-size: x-small;">(Required: Numbers only)</div>

Bid Lines

1	<p>Lump sum price to construct Town of Prosper Honor Wall, complete and in place per the contract documents and specifications and construction plans.</p> <div style="font-size: x-small;">(Response required)</div> <p>Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: \$ <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> Total: \$ <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div></p> <p>Supplier Notes: _____</p> <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
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☐ No bid
☐ Additional notes

(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
 COUNTY OF COLLIN) KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **North Rock Construction, LLC**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CSP NO. 2022-31-B TOWN HALL HONOR WALL

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Architect, who has been identified by the endorsement of the Contractor's written proposal, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Two Hundred Twenty-One Thousand Eight Seventy-Seven dollars and no cents (\$221,877.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **90** calendar days after the date of the Notice to Proceed for the base proposal. Within **30** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND

AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

re: CSP No. 2022-31-B Town Hall Honor Wall Project

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - 1) Premises / Operations
 - 2) Broad Form Contractual Liability
 - 3) Products and Completed Operations
 - 4) Personal Injury

5) Broad Form Property Damage

6) Explosion Collapse and Underground (XCU) Coverage.

- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
- c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
- d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
- e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

a. General Liability and Automobile Liability Coverage

- 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

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

F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and

maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

G. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

H. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

I. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on

"substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

J. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

K. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents

and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

L. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the

Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

N. "Anti-Israel Boycott" Provision

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

O. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE

OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

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

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

[Signatures continued on following page.]

NORTH ROCK CONSTRUCTION, LLC

TOWN OF PROSPER, TEXAS

By: _____

By: **HARLAN JEFFERSON**

Title: _____

Title: Town Manager

Date: _____

Date: _____

Address: 525 South Loop 288
Suite 105
Denton, Texas 76205

Address: 250 W. First St.
P.O. Box 307
Prosper, Texas 75078

Phone: (940) 220-5500

Phone: (972) 346-2640

Email: _____

Email: hjefferson@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of _____ Dollars (\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **29th day of March, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-31-B TOWN HALL HONOR WALL

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone FaxBy: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **29th day of March, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-31-B TOWN HALL HONOR WALL

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone FaxBy: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **29th day of March, 2022**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2022-31-B TOWN HALL HONOR WALL

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the ____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:By: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone Fax**SURETY:**By: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone Fax



2022-31-B Addendum 1

North Rock Construction

Supplier Response

Event Information

Number: 2022-31-B Addendum 1
 Title: Town Hall Honor Wall
 Type: Competitive Sealed Proposal
 Issue Date: 1/25/2022
 Deadline: 2/10/2022 02:00 PM (CT)
 Notes: Budget: \$77,000

The Town of Prosper is accepting competitive sealed proposals for CSP NO. 2022-31-B TOWN HALL HONOR WALL. Proposals will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 2:00 P.M. on Thursday, February 10, 2022. Any proposals received after this time will not be accepted, and will be returned unopened. The proposal opening will be held online on Thursday, February 10, 2022 @ 3:00 P.M. To participate in the proposal opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/88916650926>
 Meeting ID: 889 1665 0926
 Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of a new brick, cast stone and limestone clad honor

wall with bronze metal plaques for each of the military divisions, police and fire. The project scope includes inground lighting, pavers, demolition, concrete foundation and minor sitework

Item 19.

Each proposal submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount proposed, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Parks and Recreation Department, 409 E. First Street Prosper, Texas, 75078, Phone: (972) 569-1160 without charge. These documents may be acquired from that office for the non-refundable purchase price of \$25 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link:
<http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to January Cook, CPPO, CPPB, Purchasing Manager, at jcook@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Friday, February 4, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit a Planholder Registration Form to be added to the official Planholder List

Contact Information

Contact: January Calhoun, Purchasing Manager
Address: Purchasing Office

Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcalhoun@prospertx.gov

Item 19.

North Rock Construction Information

Item 19.

Contact: John F. Gann II
Address: 525 South Loop 288
Suite 105
Denton, TX 76205
Phone: (940) 220-5500
Fax: (877) 305-4657
Toll Free: (940) 220-5500
Web Address: nrockconstruction.com

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

John F Gann II

Signature

jgann@nrockconstruction.com

Email

Submitted at 2/10/2022 1:55:42 PM

Requested Attachments

Attachment A1 - Qualifications and Experience

Contractor Qualifications and Experience - Prosper Honor Walls.docx

Outline contractor and subcontractor experience with similar projects

Attachment A2 - Resumes

Personel Resumes for Prosper Honor Walls.pdf

Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager)

Attachment A3 - Completed Projects and References Worksheet

CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf

Complete and submit the Completed Projects and References Worksheet.

Attachment A4 - Project Schedule

08.01.2019 Propser Entry Sign Project Schedule.pdf

Submit a copy of an actual project schedule used during construction (this should be a sample for same or similar project already in progress or completed)

Bid Bond

Prosper Walls Bid Bond.pdf

Out of State Contractor Compliance Form

No response

Only if applicable

Conflict of Interest Questionnaire

No response

Only if applicable

Bid Attributes

1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

☒ I Agree (I Agree)

2 Bid Proposal Condition No. 2

Item 19.

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

☒ I Agree (I Agree)**3 Bid Proposal Condition No. 3**

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

☒ I Agree (I Agree)**4 Bid Proposal Condition No. 4**

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

☒ I Agree (I Agree)**5 Bid Proposal Condition No. 5**

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

☒ I Agree (I Agree)**6 Bid Proposal Condition No. 6**

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

☒ I Agree (I Agree)**7 Bid Proposal Condition No. 7**

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

☒ I Agree (I Agree)**8 Bid Proposal Condition No. 8**

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

☒ I Agree (I Agree)

9 Bid Proposal Condition No. 9

Item 19.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

☒ I Agree (I Agree)**10 Bid Proposal Condition No. 10**

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within **the number of calendar days proposed based on date of Notice to Proceed.**

☒ I Agree (I Agree)**11 Bid Proposal Condition No. 11**

Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within **the number of calendar days proposed** as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.

☒ I Agree (I Agree)**12 Bid Proposal Condition No. 12**

Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.

☒ I Agree (I Agree)**13 Bid Proposal Condition No. 13**

Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.

☒ I Agree (I Agree)**14 Bid Proposal Condition No. 14**

In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by **surety company named in the space provided**, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. **In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.**

☒ I Agree (I Agree)**15 Bid Proposal Condition No. 15**

The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

☒ I Agree (I Agree)**16 Bid Proposal Condition No. 16**

The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

☒ I Agree (I Agree)

1 7	Base Bid		<i>Item 19.</i>
	Cost of Materials	<input style="width: 100%;" type="text" value="\$150876.36"/>	
1 8	Base Bid		
	Cost of Labor, Profit, etc.	<input style="width: 100%;" type="text" value="\$71000.64"/>	
1 9	Addendum No. 1		
	Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)		
	<input checked="" type="checkbox"/> Acknowledged (Acknowledged)		
2 0	Addendum No. 2		
	Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)		
	<input type="checkbox"/> Acknowledged (Acknowledged)		
2 1	Addendum No. 3		
	Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)		
	<input type="checkbox"/> Acknowledged (Acknowledged)		
2 2	Addendum No. 4		
	Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)		
	<input type="checkbox"/> Acknowledged (Acknowledged)		
2 3	Addendum No. 5		
	Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued)		
	<input type="checkbox"/> Acknowledged (Acknowledged)		
2 4	Subcontractor 1 - Name		
	Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.		
	<input style="width: 100%;" type="text" value="Maxon Drilling"/>		
2 5	Subcontractor 1 - Type of Work		
	<input style="width: 100%;" type="text" value="Drilled Piers"/>		
2 6	Subcontractor 1 - % of Work		
	<input style="width: 100%;" type="text" value="9%"/>		
2 7	Subcontractor 2 - Name		
	<input style="width: 100%;" type="text" value="R&A Masonry"/>		
2 8	Subcontractor 2 - Type of Work		
	<input style="width: 100%;" type="text" value="Masonry"/>		

29	Subcontractor 2 - % of Work <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>	Item 19.
30	Subcontractor 3 - Name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Groves Electric</div>	
31	Subcontractor 3 - Type of Work <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>	
32	Subcontractor 3 - % of Work <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>	
33	Subcontractor 4 - Name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>	
34	Subcontractor 4 - Type of Work <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>	
35	Subcontractor 4 - % of Work <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>	
36	Subcontractor 5 - Name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>	
37	Subcontractor 5 - Type of Work <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>	
38	Subcontractor 5 - % of Work <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">No response</div>	
39	Supplier 1 - Name <p>Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.</p> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">CMC Construction Services</div>	
40	Supplier 1 - Type of Material/Equipment <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Lime</div>	
41	Supplier 2 - Name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Barnsco</div>	
42	Supplier 2 - Type of Material/Equipment <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Rebar</div>	
43	Supplier 3 - Name <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Redi Mix</div>	

4 4	Supplier 3 - Type of Material/Equipment <input style="width: 90%;" type="text" value="Concrete"/>	Item 19.
4 5	Supplier 4 - Name <input style="width: 90%;" type="text" value="ARK Ramos"/>	
4 6	Supplier 4 - Type of Material/Equipment <input style="width: 90%;" type="text" value="Plaques"/>	
4 7	Supplier 5 - Name <input style="width: 90%;" type="text" value="No response"/>	
4 8	Supplier 5 - Type of Material/Equipment <input style="width: 90%;" type="text" value="No response"/>	
4 9	Project Timeline: Substantial Completion Provide number of days to reach substantial completion of all construction <input style="width: 100px;" type="text" value="90"/>	
5 0	Project Timeline: Final Completion Provide number of days to reach final completion of all construction (this should be the number of days in addition to the number of days proposed for substantial completion) <input style="width: 100px;" type="text" value="120"/>	

Bid Lines

1	Lump sum price to construct Town of Prosper Honor Wall, complete and in place per the contract documents and specifications and construction plans.				
	Quantity: <u> 1 </u> UOM: <u> LS </u>	Unit Price:	\$221,877.00	Total:	\$221,877.00

Response Total: \$221,877.00

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, North Rock Construction, LLC, whose address is 525 S. Loop 288, Suite 105, Denton TX 76205, hereinafter called Principal, and Atlantic Specialty Insurance Company, a corporation organized and existing under the laws of the State of New York, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$ ^{Five Percent of the Greatest} Amount Bid (5% G.A.B.) as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

CSP NO. 2022-31-B TOWN HALL HONOR WALL

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.


PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 10th day of February, 2022.

ATTEST:

By: 
 Signature
JAMES D. GRIER
 Typed/Printed Name
Estimator


Title
 525 S. Loop 288, Suite 105

Address
 Denton TX 76205

City State Zip
 (940) 220-5500 N/A

Phone Fax

ATTEST:

By: 
 Signature
 Veronica Ramos
 Printed Name
 Witness

Title
 5930 Preston View Blvd., Suite 200

Address
 Dallas TX 75240


City State Zip
 (972) 644- 2688 (972) 644-8035

Phone Fax

PRINCIPAL:

North Rock Construction, LLC

Company Name

By: 
 Signature
John F. Gann
 Typed/Printed Name
President

Title
 525 S. Loop 288, Suite 105


Address
 Denton TX 76205

City State Zip
 (940) 220-5500 N/A

Phone Fax

SURETY:

Atlantic Specialty Insurance Company

By: 
 Signature
 Brady K. Cox
 Printed Name
 Attorney-in-Fact

Title
 605 Highway 169, Suite 800

Address
 Plymouth MN 55441

City State Zip
 (952) 852-2431 N/A

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: William D. Baldwin
 STREET ADDRESS: 5930 Preston View Blvd., Ste 200
 CITY, STATE, ZIP: Dallas, TX 75240

NOTE: If Resident Agent is not a corporation, give a person's name.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su compañía de seguros para informacion o para someter una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

Email: surety@intactinsurance.com
Phone: 1-800-662-0156

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte condicion del documento adjunto.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **William Baldwin, Blaine Allen, Brent Baldwin, Brock Baldwin, Brady K. Cox, Russ Frenzel, Michael B. Hill, Chandler Nazzal, John A Aboumrad**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA
HENNEPIN COUNTY

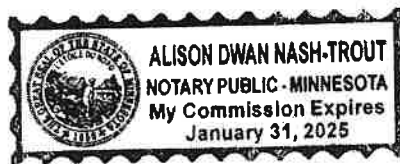



By



Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 10th day of February, 2022




Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Town of Prosper Fire Station No. 4 / Space Program

Building Space Program

January 27, 2022

	PROGRAM NEED	FLOOR AREA (square feet)	APPROX. DIMENSIONS	OCC LOAD	FUTURE EXPANSION?	SPECIAL REQUIREMENTS / NOTES
PUBLIC	Fire Station Entry / Lobby	240		2		Main Entrance / Air lock / Public Waiting area 911 phone & door bell or intercom
	Public Handicap Restroom (Unisex)	64	8' x 8'	0		1
	Awards / Historic Display					
	Treatment / Triage Room	80				
SUB-TOTAL		384		2		

FIRE STATION	Air Conditioned Spaces	Watch Room / Report Writing	210		2		# workspaces: 3 Adjacent to Lobby / Bay Direct access to Bay required? N
		MDF	64		1		
		Captain's Office / Sleeping	250	25' x 10'	2		# of beds: 1 - Add ~20 SF for separate office and sleeping rooms
		Officers' Restroom	120	10' x 12'			1 (possibly shared W/ Shelter)
		Dormitory / Sleeping Rooms	600	100 ea.	12		# of Beds: 6 Type: Private: X Semi-private: ___ Dorm: ___ Study Desks: Y Captain Bed: Y Lockers in each area: Y
		Fire Fighter Restrooms / Shower	330	110 sq. ft. ea.			# single-user: 3 M/F Locker Rooms: ___ 2 Standard +1 H.C.
		Dayroom	460	20' x 23'	3		Minimum # recliners: 7 Open to Dining / Kitchen Y
		Kitchen and Pantries	600	20' x 30'	4		Assumes walk-in pantries, may be larger for 2 company station Pantries #: 3 Type: walk-in Range size: 6 burner & griddle Type 1 hood?: N U/C Trash? Y / N Dishwashers: 1 U/C Ice? Y / N Other:
		Dining	310		22		Gas grill - alert system shutoff Include outdoor covered patio? Y
		Conference Room	300		20		To accommodate: 8-10 persons Double as EOC?: N Include outdoor patio? N Other: TV
		Physical Training	485		10		Exercise equipment, fans
		EMS Storage (Daily station use)	80		1		EMS Storage / Daily use
	Spaces that might be Tempered Only	Laundry Room	120	12' x 10'	1		# Washers: 1 # Dryers: 1 #Ice Machine: 1 Folding countertop or table, storage cabinets
		Janitorial Closet with Storage	80		1		Mop sink, cleaning supplies
		Mezzanine Stair / Ladder	200				
		Vertical circulation for 2-story station	TBD				TBD if required
		Apparatus Bays	3,100	17'-4" wide ea. Min. 70' deep min.	11		# of Bays (Current): 2.5 Future Expans: Pull-Through: Y @ 2 full Bay Length (Clear inside): 70' min. Bay Doors: Four-fold: 5
		Air Locks	160	(2) @ 5' x 8' = 80 sq. ft.	1		Air locks to control fume migration from app bays into fire station. Wide crash bars preferred.
		General Storage (Air Conditioned)	120		1		
		Ice Machine Alcove					Included @ Laundry Must be Conditioned?: Y
		Bunker Gear Lockers	450		2		Enough Lockers for ALL 3 shifts (18) Separate room preferred, with ventilation and no incandescent lighting.
		Extractor Room & Decontamination	190		2		Extractor washer with trench drain: 1 Gear Dryers: 1 Cascade Unit: 1 Relationship to Gear Lockers: Adjacent Deep sink with ___ LF drainboard Mop Sink: 2'x2' 3'x3' w/ em shower: Y / N Backboard Storage ___
		Oil Rags / Towels Laundry	100		1		Laundry adjacent to app bay to keep separate from linens and living quarter use
		Workroom / Shop / Hose & General Storage	350		2		Tool & Hose storage / Workshop Woodblock counter
		SCBA (Cascade System)	120		1		
		Electrical Main	80	8' x 10'	1		Most electrical panels, generator ATS
		Electrical Secondary	65				
		Mechanical Room / Mezzanine	450		2		Air Conditioning air handlers (for stations using split systems, usually on mezzanine)
		Attic or Mezzanine Storage	450		2		
		Fire / Domestic Risers	64	6' x 8'	1		Requires direct outside door?: Y

SUB-TOTAL	9,908	106
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Sub-Total Net SF	10,292
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Subtotal of Gross SF (20% of NET SF)	2,058
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TOTAL FLOOR AREA	12,350
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square feet

Preliminary Budget Analysis



Item 20.

BRW

Town of Prosper Fire Station #4

March 21, 2022

Owner's Total Project Budget*

\$8,000,000

* Not including land acquisition costs or other expenses to date

Construction (Fire Station & Site Development)	Square Feet	Probable Cost per SF	Estimated Option Cost
--	-------------	----------------------	-----------------------

Building Construction Cost	12,350	\$500	\$6,175,000
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(includes AV, access control and video surveillance systems/equipment)

Construction Contract Limit (CCL)

\$6,175,000

Owner's Development Cost (ODC)

Owner's Furniture, Fixtures and Equipment (FF&E)

Professional Fees & Expenses (PF&E)

Owner's Project Costs Outside of Construction Estimate

\$1,825,000

Owner's Total Probable Costs (CCL + ODC + FF&E + PF&E)*

\$8,000,000

Owner's Development Cost (ODC)

Owner's Contingency
Flood Plain Remediation
Utility Company Fees
Electrical Service Entrance Fee
Natural Gas Fees
Fiber Optics Extension (If applicable)
Systems (Owner's Separate Contracts)
Radio, Antenna, and Alerting Systems

Owner's Furniture, Fixtures and Equipment (FF&E)

Furniture, Fixtures and Equipment (FF&E)
Voice / Data (cabling in Const. Contract)
Audio Visual Equipment (cabling in Const. Contract)
Access Control and Video Surveillance Systems
Fitness Equipment

Professional Fees & Expenses (PF&E)

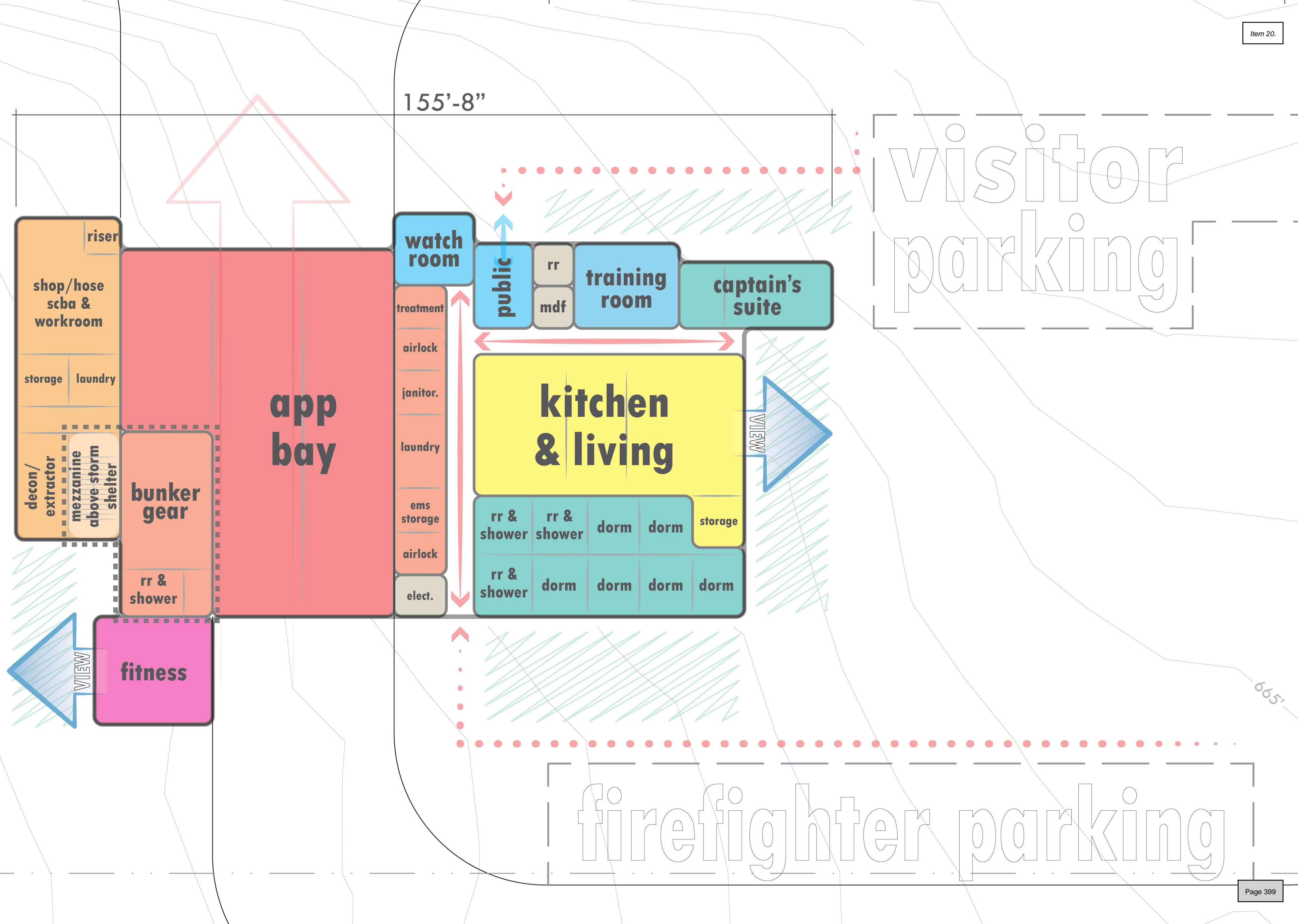
Design & Construction Basic Services
Design & Construction Additional Services
Civil Engineering
Landscape & Irrigation
Civil Site Plan & Landscape Plan Submittal to P&Z
Storm Water Quality Management Plan
Structured Floor Slab (in lieu of slab on grade)
Structured Cabling (voice and data wiring)
Audio Visual Systems
Access Control & Surveillance

Construction - Owner's Expenses
Testing and Inspections
Construction Materials Testing Laboratory Fees
Basic Commissioning (IECC 2015)
Test and Balance Reports
Owner Provided or Optional Architect Services
Geotechnical Survey
Boundary, Topographic, Utility and Tree Survey
FF&E Design Services
2015 IBC Storm Shelter Design
2015 IBC Storm Shelter 3rd Party Design Review

72'

98'

155'-8"



Project Schedule

Town of Prosper Fire Station No. 4

Last Updated: March 11, 2022

1. Pre-Design	
<ul style="list-style-type: none"> Site Survey Project Kick-Off / Programming Confirmation Meeting Station Tours - TBD 	<p>December 9, 2021</p> <p>January 27, 2022</p> <p>Early February</p>
2. Schematic Design / Scope to Budget Alignment	(16 Weeks)
<ul style="list-style-type: none"> NTP 25% Schematic Design Review Meeting 50% Schematic Design Review Meeting Send Cost Package to CCM 100% Schematic Design Review Meeting <ul style="list-style-type: none"> Pricing Review Begin Owner review period CMaR Approval (Town Council Meeting) 	<p>February 10</p> <p>February 24</p> <p>April 7</p> <p>May 12</p> <p>June 2</p> <p>June 14</p>
3. Design Development	(7 Weeks)
<ul style="list-style-type: none"> NTP <ul style="list-style-type: none"> Receive 100% SD Owner comments 50% Design Development <ul style="list-style-type: none"> Begin CMAR Pricing Package #1 100% Design Development Review Meeting <ul style="list-style-type: none"> CMAR Pricing Package #1 Review Meeting Begin Owner review period Town Council Meeting 	<p>June 14</p> <p>July 7</p> <p>July 28</p> <p>August 9</p>
4. Construction Documents	(14 Weeks)
<ul style="list-style-type: none"> NTP <ul style="list-style-type: none"> Receive 100% DD Owner comments 50% Construction Documents Review Meeting <ul style="list-style-type: none"> Begin CMAR Pricing Package #2 Receive 50% CD Owner Comments CMAR Pricing Package #2 Review Meeting Submit Site Permit Package to Town 95% Construction Documents Review Meeting <ul style="list-style-type: none"> CMAR Pricing Update Town Council Meeting (If Needed) 	<p>August 9</p> <p>September 22</p> <p>September 29</p> <p>October 6</p> <p>October 25</p> <p>October 13</p> <p>November 8</p>

Project Schedule

Prosper Fire Station No. 4

March 11, 2022

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<ul style="list-style-type: none"> • 100% CDs Complete (no meeting) <ul style="list-style-type: none"> • Begin TAS Review • Submit Building Permit Package 	November 17
5. GMP Award <ul style="list-style-type: none"> • Release GMP Package to CMaR • CMaR Pricing • GMP Council Approval 	(12 Weeks) November 17 November 17 - December 2022 January 2023
6. Construction <ul style="list-style-type: none"> • Notice-To-Proceed • Substantial Completion • Owner operations commence 	(14-15 Months) January 2023 March - April 2024 March - April 2024