Agenda

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, August 11, 2026
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Town Council:

Those wishing to address the Town Council must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

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

If you are watching online, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Town Council during that session. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Proclamation declaring the month of August 2026 as Gun Safety Awareness Month. (MLS)

2. Recognize Prosper High School student, Zoe Zogleman. (MLS)

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

3. Consider and act upon the minutes from the July 28, 2026, Town Council Regular meeting. (MLS)

4. Receive the Quarterly Investment Report for the Third Quarter. (CL)

5. Consider and act upon authorizing the Town Manager to execute a Construction Agreement with American Landscape Systems for the Mahard Parkway Medians in the amount of $482,505.50. (DA)

6. Consider and act upon approving the purchase of water meters from Core & Main in the amount of $119,828; and authorize the Town Manager to execute the same. (JR)

7. Consider and act upon a request for the utilization of two existing temporary buildings for church administration purposes through August of 2028 at St. Martin de Porres, Block A, Lot 2R, on 39.8± acres, located 315± feet north of University Drive and 870± feet west of Teel Parkway. (DH)

CITIZEN COMMENTS

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

REGULAR AGENDA:

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

Items for Individual Consideration:

8. Discuss and consider submission of the Preliminary Fiscal Year 2026-2027 Budget. (CL)

   In accordance with Texas Government Code §551.043, the Town of Prosper Proposed Budget for Fiscal Year 2026-2027 is posted on the Town's website at: https://prospertx.gov/proposedbudget and the Taxpayer Impact Statement is provided in the agenda packet as an attachment.

9. Consider and act upon accepting submission of the tax year 2026, fiscal year 2026-2027, no-new-revenue tax rate of $0.500622 per $100 taxable value, voter-approval tax rate of $0.509936 per $100 taxable value, and preliminary property tax rate of $0.505000 per $100 taxable value. (CL)

10. Consider and act upon a proposed FY 2026-2027 property tax rate. (CL)

    (The property tax rate not to exceed the current rate of $0.505000 per $100 valuation. The rate adoption is scheduled for the September 8 Town Council meeting.)

11. Consider and act upon scheduling a Public Hearing on the FY 2026-2027 Proposed Budget. (CL)

12. Consider and act upon scheduling a Public Hearing on the proposed Fiscal Year 2026-2027 tax rate. (CL)

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

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

EXECUTIVE SESSION:

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

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

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

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

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

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

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 Wednesday, August 5, 2026, and remained so posted at least three (3) business days 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 OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1073 at least 48 hours prior to the meeting time.

MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, July 28, 2026

Call to Order/ Roll Call.

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

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Cameron Reeves

Council Members Absent:
Councilmember Doug Charles

Staff Members Present:
Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Chuck Ewings, Assistant Town Manager
Madison Clark, EDC Executive Director
Tony Luton, Human Resources Director
Hulon Webb, Director of Engineering
Pete Anaya, Assistant Director of Engineering – Capital Projects
Joshua Cotten, Senior Civil Engineer
Chris Landrum, Finance Director
David Hoover, Development Services Director
Suzanne Porter, Planning Manager
Carrie Jones, Public Works Director
Gary Landeck, Library Director
Stephen Tanner, Director of Community Engagement & Experiences
David Angeles, Parks and Recreation Director
Stuart Blasingame, Fire Chief
Brent Brown, Police Chief
Tom Davis, Assistant Police Chief
Scott Brewer, Assistant Police Chief
Leigh Johnson, IT Director
Harold Keith, Assistant Director of IT
Muya Mwangi, IT Specialist I

Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
Mel Pugh with Prestonwood Baptist Church led the invocation. Boy Scouts with Troop 111 led the Pledge of Allegiance and the Pledge to the Texas Flag.

Announcements of recent and upcoming events.
Councilmember Reeves made the following announcements:

Citizens are invited to attend an event hosted by the Prosper Rotary Club on Thursday, July 30, at 6:00 p.m. in the Council Chambers at Prosper Town Hall. Join Development Services Director David Hoover as he provides an update on current and proposed developments throughout the Town of Prosper.

Join the Parks & Recreation team for 'Chill in the Park' on Thursday, July 30 from 5-7 p.m. at Whitley Place Park. Come play lawn games, cool off with free shaved ice, and meet the new Director of Parks & Recreation, David Angeles.

Applications are now being accepted through Friday, July 31 to serve on a Prosper Board, Commission, or Committee. More information about the Board and Commissions application process, including an online application form, is available at prospertx.gov/boardandcommissions.

Stay up to date on Town programs, services, and initiatives by subscribing to the resident update, downloading the myProsper app or following the various Town social media platforms. Visit the Town's Communications and Community Engagement website page for all the variety of ways to stay informed and connected.

Presentations.

1. **Administer Oath of Office to Prosper Police Chief. (DFB)**

   Mayor Bristol administered the Oath of Office to Chief Brown.

2. **Proclamation declaring the month of July 2026 as Parks and Recreation Month. (MLS)**

   Mayor Bristol read and presented a Proclamation to members of the Parks and Recreation Department and the Parks and Recreation Board.

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 July 7, 2026, Town Council and Planning and Zoning Commission Joint Work Session meeting. (MLS)**

4. **Consider and act upon the minutes from the July 14, 2026, Town Council Regular meeting. (MLS)**

5. **Consider acceptance of the June monthly financial report for fiscal year 2026. (CL)**

6. **Consider and act upon Ordinance 2026-34 repealing articles of Chapter 12 "Traffic and Vehicles", that were formerly under §12.02.001 Mayor's Duties and §12.02.002 Traffic Administrator, that were reassigned to the Town Manager or Town Manager's designee by Ordinance 2026-06 adopted on February 10, 2026. (HW)**

7. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Teague Nall and Perkins, Inc., and the**

Town of Prosper, Texas, related to the design of the Legacy Drive (Star Trail – Legacy MS) project for $308,800. (JC)

8. **Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Article 2.03(H)(8) and 2.03(I)(3)(g) of the Town's Unified Development Code, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)**

   Mayor Bristol requested to pull item 8.

   Mayor Pro-Tem Bartley made a motion to approve consent agenda items 3 through 7. Councilmember Reeves seconded the item. Motion carried with a 6-0 vote.

   Councilmember Andres left the dais.

   Mayor Pro-Tem Bartley made a motion to approve item 8. Councilmember Reeves seconded the motion. Motion carred with a 5-0 vote. Councilmember Andres was not present for the vote.

   Councilmember Andres retured to the dais.

CITIZEN COMMENTS

Manit Guliani, 11680 Kingville Drive, Frisco, TX, expressed concerns about the rising use of drugs, vaping products, and nicotine among students, noting that flavored products marketed to resemble candy, cereal, and other sweet items may increase their appeal to minors. He requested the Town Council to consider ways to address this issue.

Khyathi Dodda, 3950 Inwood Drive, Prosper, TX, discussed her efforts to introduce more plant-based food options in local schools and encouraged the Town Council to consider ways to support those efforts.

Shanmuka Jonnalagadda, 16337 Elk Hollow Road, Frisco, TX, spoke about environmental conservation and encouraged the Town Council to consider local initiatives to protect trees, preserve open spaces, and support other environmental efforts.

Items for Individual Consideration:

9. **Conduct a Public Hearing to consider and act upon amendments to the Town of Prosper Unified Development Code related to closing applications, providing standards for a dual brand hotel, updating Commercial District setback regulations, landscape and open space criteria, and parking requirements for the Dallas North Tollway District, addressing jellyfish-style lighting, and defining terms related to the proposed amendments. (ZONE-26-0010) (DH)**

   Mr. Hoover presented the item by reviewing the proposed amendments in each section. The Planning and Zoning Commission unanimously recommended approval of this item subject to modifications to the dual brankd hotel requirements, landscape standards, and outdoor lighting regulations at their July 21, 2026 meeting. Staff recommends approval.

   Mayor Bristol opened the public hearing.

No comments were made.

Mayor Bristol closed the public hearing.

The Town Council discussed the amendments to the jellyfish lights by what defines a nuisance, if time constraints could be applied, and how they related to HOA regulations. The Town Council also discussed the dual brand hotel and retaining the definition, but having this use subject to a Special Use Permit.

Councilmember Ray made a motion to approve subject to the adjustments to the Special Use Permit for the dual brand hotel standards and adding time constraints for the jellyfish-style lighting from midnight to 6:00 a.m. Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

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

Legislative Subcommittee: Councilmember Andres noted the subcommittee discussed interim charges including short-term rentals and sales tax sourcing updates. Councilmember Reeves added the subcommittee is working on the legislative agenda for the fall.

CIP Subcommittee: Mayor Pro-Tem Bartley noted they finalized prioritizing projects for the next fiscal year and will be presented to the Finance Subcommittee next for their review.

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

No comments were made.

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

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

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

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

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

Section 551.089 - Deliberation of security information collected, assembled, or maintained by or for a governmental entity to prevent, detect, or investigate criminal activity pursuant to Section 2059.055 of the Texas Government Code, and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

The Town Council recessed into Executive Session at 7:07 p.m.

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

The Town Council reconvened into Regular Session at 8:53 p.m.

No action was taken.

<u>Adjourn.</u>

The meeting was adjourned at 8:53 p.m.

These minutes were approved on the 11th day of August 2026.

APPROVED:

____

David F. Bristol, Mayor

ATTEST:

____

Michelle Lewis Sirianni, Town Secretary

TOWN OF PROSPER
A Place Where Everyone Matters

FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Quarterly Investment Report for the Third Quarter

Town Council Meeting – August 11, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Receive the Quarterly Investment Report for the Third Quarter. (CL)

Description of Agenda Item:
As required by the Public Funds Investment Act, staff is required to report activities of its cash and investment holdings on a quarterly basis. Information as required by the act includes investment results for the quarter, economic summary and investment strategy, investment holdings, and book vs. market comparisons.

Budget Impact:
There is no budget impact affiliated with this item.

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

Attached Documents:
1. Quarterly Investment Report – Q3 FY2026

Town Staff Recommendation:
Town Staff recommends the Town Council receive the Quarterly Investment Report for the Third Quarter, as submitted.

Proposed Motion:
I move to receive the Quarterly Investment Report for the Third Quarter, as submitted.

TOWN OF PROSPER
A Place Where Everyone Matters

INVESTMENT PORTFOLIO SUMMARY

For the Quarter Ended

June 30, 2026

Prepared by
Prosper Finance Department

The investment portfolio of the Town of Prosper is in compliance with the Public Funds Investment Act and the Town of Prosper Investment Policy and Strategies.

Robert B. Scott
Bob Scott, Deputy Town Manager

Chris Landrum
Chris Landrum, Finance Director

Ryan Patterson
Ryan Patterson, Assistant Finance Director

Summary

Quarter End Results by Investment Category:

Asset Type	March 31, 2026 Ave. Yield	March 31, 2026 Book Value	March 31, 2026 Market Value	June 30, 2026 Ave. Yield	June 30, 2026 Book Value	June 30, 2026 Market Value
MMA/NOW	3.77%	$ 31,370,729	$ 31,370,729	3.77%	$ 27,212,527	$ 27,212,527
MMF/Pools	3.71%	82,787,798	82,787,798	3.72%	64,706,455	64,706,455
Securities	3.86%	58,067,542	57,831,457	3.89%	71,424,547	70,896,380
Certificates of Deposit	-	-	-	-	-	-
Total	**3.77%**	**$ 172,226,069**	**$ 171,989,984**	**3.80%**	**$ 163,343,529**	**$ 162,815,361**

Average Yield - Current Quarter *(1)*	
Total Portfolio	3.80%
Rolling Three Month Treasury	3.73%
Rolling Six Month Treasury	3.79%
TexPool	3.64%

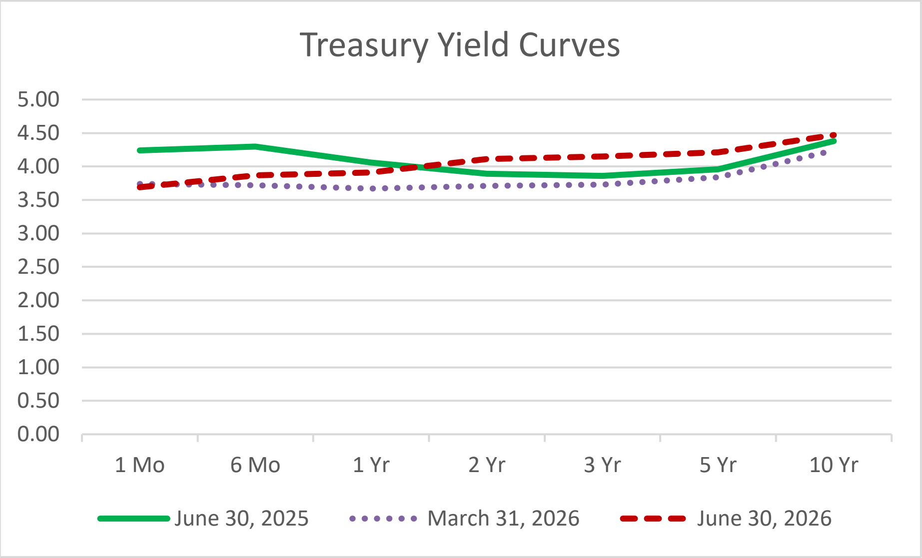
Fiscal Year-to-Date Average Yield *(2)*	
Total Portfolio	3.82%
Rolling Three Month Treasury	3.71%
Rolling Six Month Treasury	3.71%
TexPool	3.77%

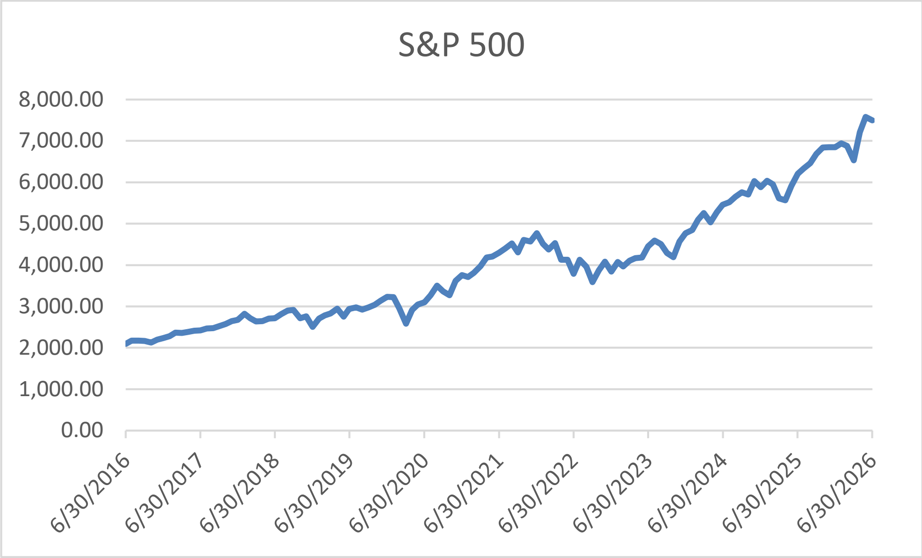
Interest Earnings (Approximate)	
Quarter	$ 1,914,113
Fiscal Year-to-date	$ 5,270,826

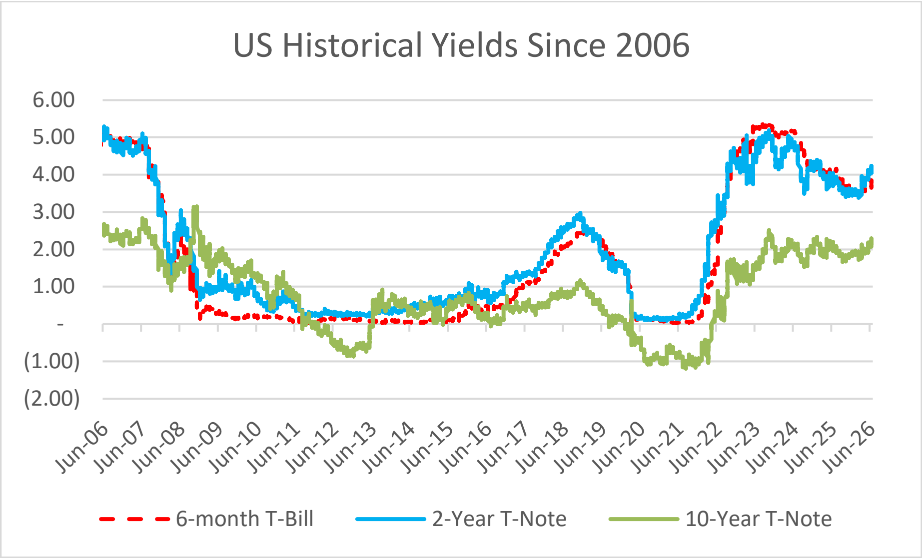
(1) Quarter End Average Yield - based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank, pool, and money market balances.
(2) Fiscal Year-to-Date Average Yield - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

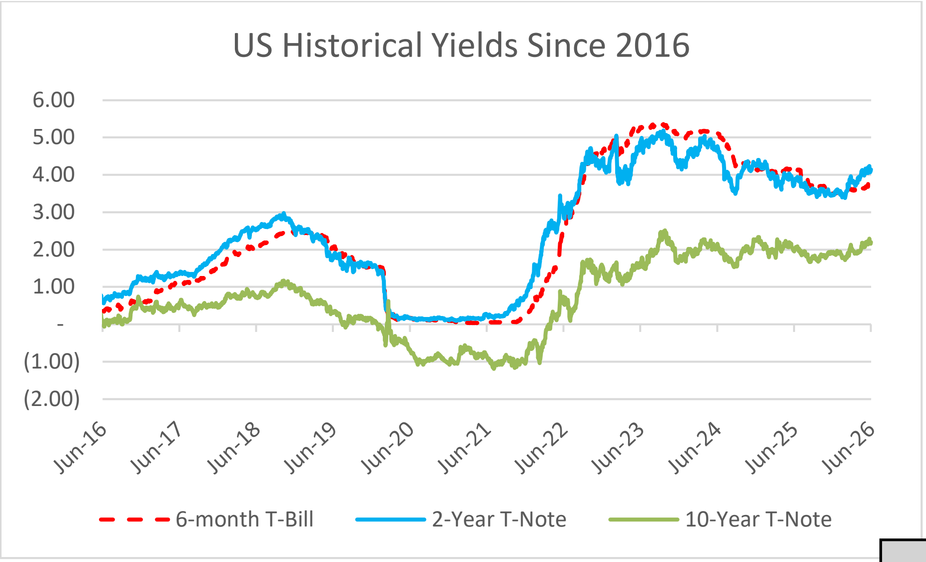
Economic Overview 6/30/2026

During the second quarter of 2026, the Federal Open Market Committee (FOMC) maintained the federal funds target range at 3.50%–3.75%, as policymakers balanced solid economic activity against elevated inflation and heightened uncertainty stemming in part from the conflict in the Middle East. The FOMC continued to emphasize a data-dependent approach, with its June projections indicating a median year-end federal funds rate of 3.8%. Inflation remained above the Fed's 2% target, with Core PCE at approximately 3.4% year-over-year in May, up slightly from 3.3% in April, while headline PCE increased to 4.1%, reflecting significant energy-related price pressures. By June, Core CPI was 2.6% year-over-year, while headline CPI was at 3.5%. Labor-market conditions remained relatively stable but showed signs of slower hiring. Non-farm payrolls increased by 148,000 in April, 129,000 in May, and 57,000 in June, for an average of approximately 111,000 jobs per month during Q2, while the unemployment rate ended the quarter at 4.2%. Energy markets experienced substantial volatility during the quarter as the Middle East conflict disrupted global energy markets. WTI crude oil averaged approximately $96 per barrel during Q2. The Treasury yield curve remained positively sloped on a 2-year/10-year basis, with the 2-year Treasury yielding approximately 3.98% and the 10-year approximately 4.30% at quarter-end. Global uncertainty, geopolitical tensions, energy-market disruptions, and trade-related risks remained elevated, contributing to continued financial-market volatility and renewed concerns over inflation.







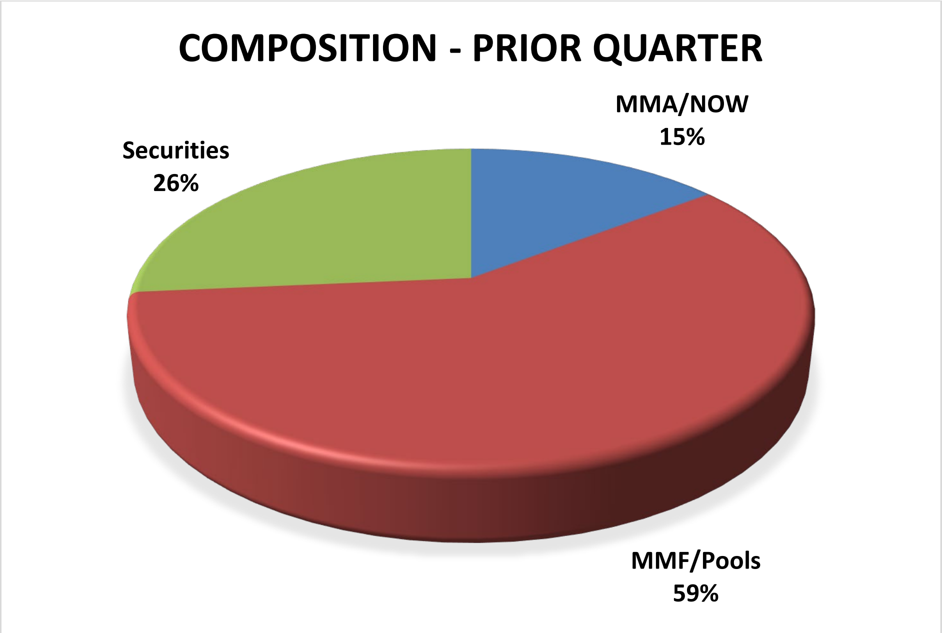


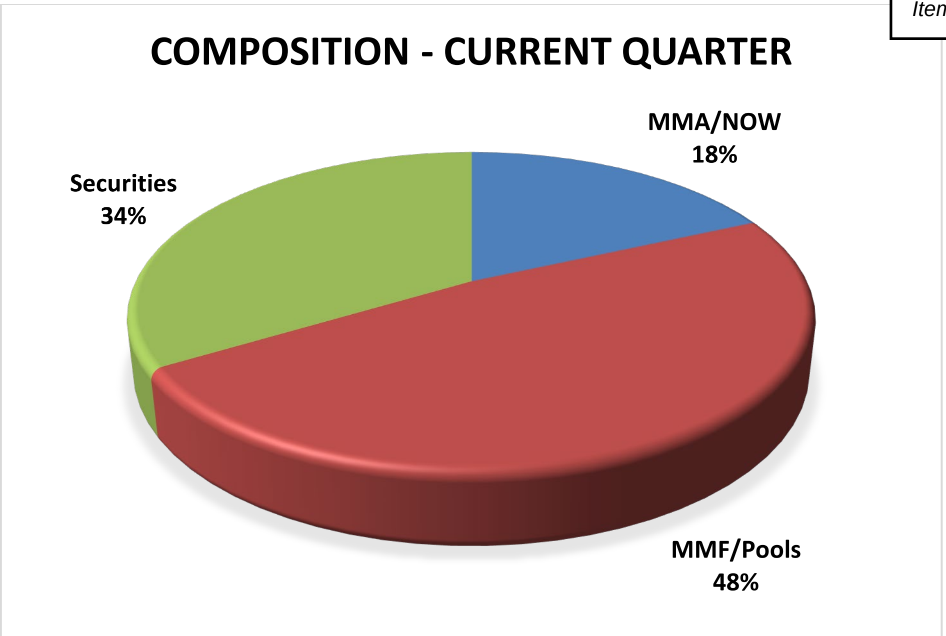
Investment Holdings
June 30, 2026

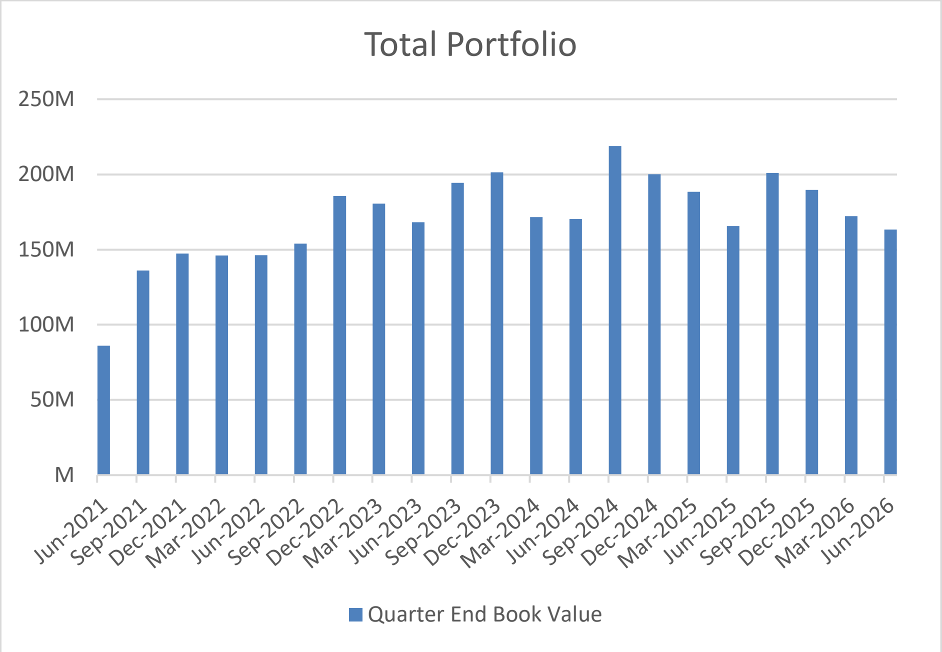
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Book Value	Market Price	Market Value	Life (Days)	Yield
Independent DDA		3.75%	07/01/26	06/30/26	3,727,053	34,897,329	100.00	34,897,329	1	3.75%
Independent DDA #2		3.75%	07/01/26	06/30/26	11,112,821	11,112,821	100.00	11,112,821	1	3.75%
Independent DDA #3		3.75%	07/01/26	06/30/26	6,326,724	6,326,724	100.00	6,326,724	1	3.75%
NexBank MMA		3.82%	07/01/26	06/30/26	6,045,929	4,551,986	100.00	4,551,986	1	3.82%
TexSTAR		3.62%	07/01/26	06/30/26	25,318,562	4,390,973	100.00	4,390,973	1	3.62%
TexPool		3.74%	07/01/26	06/30/26	39,387,892	20,927,590	100.00	20,927,590	1	3.74%
FAMC	None	3.65%	01/05/29	01/05/26	8,000,000	8,000,000	98.66	7,892,800	920	3.65%
FFCB	S&P-AA+	3.62%	12/22/28	12/30/25	5,000,000	4,996,250	98.63	4,931,500	906	3.65%
FFCB	S&P-AA+	3.75%	04/14/28	04/30/26	3,372,000	3,361,543	99.33	3,349,408	654	3.92%
FFCB	None	3.80%	12/18/28	12/18/25	5,000,000	5,000,000	99.05	4,952,500	902	3.80%
FFCB	S&P-AA+	3.87%	11/24/28	12/12/25	10,000,000	10,001,000	99.08	9,908,000	878	3.87%
FFCB	S&P-AA+	4.22%	05/23/28	06/30/25	5,000,000	5,000,000	99.73	4,986,500	693	4.22%
FHLB	S&P-AA+	3.88%	06/04/27	06/30/25	5,000,000	5,006,092	99.82	4,991,000	339	3.75%
FHLB	None	4.15%	11/06/28	05/06/26	5,000,000	5,000,000	99.66	4,983,000	860	4.15%
FHLMC	S&P-AA+	3.85%	12/11/28	12/12/25	10,325,000	10,321,386	99.05	10,226,913	895	3.86%
FHLMC	S&P-AA+	3.88%	11/24/28	12/12/25	5,000,000	5,000,250	99.10	4,955,000	878	3.87%
FHLMC	S&P-AA+	3.88%	09/23/27	04/30/26	5,000,000	4,998,500	99.69	4,984,500	450	3.90%
FNMA	S&P-AA+	4.20%	07/10/28	06/30/25	4,740,000	4,739,526	99.90	4,735,260	741	4.20%
	Total Portfolio				**$ 163,355,981**	**$ 163,343,529**		**$ 162,815,361**	**345**	**3.80%**
									(1)	**(2)**

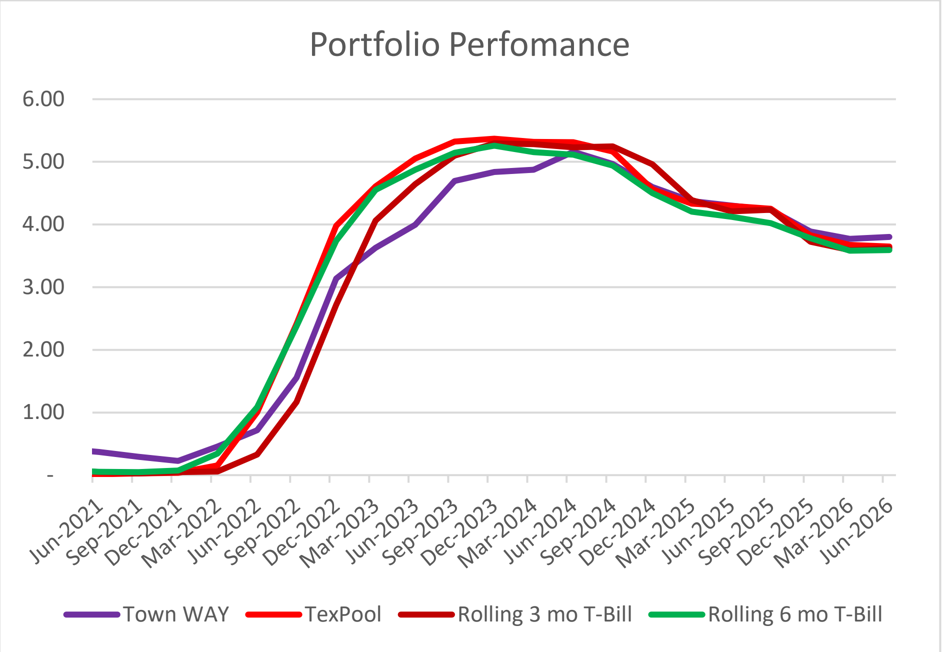
(1) Weighted average life - For purposes of calculating weighted average life, overnight bank and pool balances are assumed to have a one-day maturity.
(2) Weighted average yield to maturity - The weighted average yield to maturity is based on Book Value, realized and unrealized gains/losses and investment advisory fees are not included. The yield for the reporting month is used for overnight bank and pool balances.

Item 4.


COMPOSITION - PRIOR QUARTER
MMA/NOW 15%
Securities 26%
MMF/Pools 59%


COMPOSITION - CURRENT QUARTER
MMA/NOW 18%
Securities 34%
MMF/Pools 48%


Total Portfolio
250M
200M
150M
100M
50M
M
Jun-2021 Sep-2021 Dec-2021 Mar-2022 Jun-2022 Sep-2022 Dec-2022 Mar-2023 Jun-2023 Sep-2023 Dec-2023 Mar-2024 Jun-2024 Sep-2024 Dec-2024 Mar-2025 Jun-2025 Sep-2025 Dec-2025 Mar-2026 Jun-2026
Quarter End Book Value


Portfolio Perfomance
6.00
5.00
4.00
3.00
2.00
1.00
-
Jun-2021 Sep-2021 Dec-2021 Mar-2022 Jun-2022 Sep-2022 Dec-2022 Mar-2023 Jun-2023 Sep-2023 Dec-2023 Mar-2024 Jun-2024 Sep-2024 Dec-2024 Mar-2025 Jun-2025 Sep-2025 Dec-2025 Mar-2026 Jun-2026
Town WAY
TexPool
Rolling 3 mo T-Bill
Rolling 6 mo T-Bill

Book and Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 3/31/26	Increases	Decreases	Book Value 6/30/26	Market Value 3/31/26	Change in Market Value	Market Value 6/30/26
Independent DDA	3.75%	04/01/26	7,214,030	-	(3,486,977)	3,727,053	7,214,030	(3,486,977)	3,727,053
Independent DDA #2	3.75%	04/01/26	15,916,765	-	(4,803,944)	11,112,821	15,916,765	(4,803,944)	11,112,821
Independent DDA #3	3.75%	04/01/26	2,250,264	4,076,460	-	6,326,724	2,250,264	4,076,460	6,326,724
NexBank MMA	3.86%	04/01/26	5,989,670	56,259	-	6,045,929	5,989,670	(49,600)	6,045,929
TexSTAR	3.65%	04/01/26	28,776,217	-	(3,457,654)	25,318,562	28,776,217	(3,457,654)	25,318,562
TexPool	3.74%	04/01/26	54,011,581	-	(14,623,689)	39,387,892	54,011,581	(14,623,689)	39,387,892
FAMC	3.65%	01/05/29	8,000,000	-	-	8,000,000	7,942,400	(49,600)	7,892,800
FFCB	3.65%	12/22/28	4,996,250	-	-	4,996,250	4,956,000	(24,500)	4,931,500
FFCB	3.92%	04/14/28	-	3,361,543	-	3,361,543	-	3,349,408	3,349,408
FFCB	3.80%	12/18/28	5,000,000	-	-	5,000,000	4,971,000	(18,500)	4,952,500
FFCB	3.87%	11/24/28	10,001,000	-	-	10,001,000	9,965,000	(57,000)	9,908,000
FFCB	4.22%	05/23/28	5,000,000	-	-	5,000,000	5,013,500	(27,000)	4,986,500
FHLB	3.75%	06/04/27	5,006,092	-	-	5,006,092	5,004,500	(13,500)	4,991,000
FHLB	4.15%	11/06/28	-	5,000,000	-	5,000,000	-	4,983,000	4,983,000
FHLMC	3.86%	12/11/28	10,321,386	-	-	10,321,386	10,264,083	(37,170)	10,226,913
FHLMC	3.87%	11/24/28	5,000,250	-	-	5,000,250	4,974,500	(19,500)	4,955,000
FHLMC	3.90%	09/23/27	-	4,998,500	-	4,998,500	-	4,984,500	4,984,500
FNMA	4.20%	07/10/28	4,739,526	-	-	4,739,526	4,740,474	(5,214)	4,735,260
TOTAL / AVERAGE	**3.80%**		**$172,226,069**	**$17,492,762**	**$ (26,372,264)**	**$ 163,343,529**	**$ 171,989,983**	**$ (9,280,480)**	**$ 162,815,361**

Allocation **June 30, 2026**

Book Value	Yield	Maturity Date	Total	Pooled Funds	Debt Service Fund
Independent DDA	3.75%		$ 3,727,053	$ 3,727,053	$ –
Independent DDA #2	3.75%		11,112,821	11,112,821	–
Independent DDA #3	3.75%		6,326,724	6,326,724	–
NexBank MMA	3.86%		6,045,929	6,045,929	–
TexSTAR	3.65%		25,318,562	25,318,562	–
TexPool	3.74%		39,387,892	34,787,700	4,600,192
FAMC	3.65%	01/05/29	8,000,000	8,000,000	–
FFCB	3.65%	12/22/28	4,996,250	4,996,250	–
FFCB	3.92%	04/14/28	3,361,543	3,361,543	–
FFCB	3.80%	12/18/28	5,000,000	5,000,000	–
FFCB	3.87%	11/24/28	10,001,000	10,001,000	–
FFCB	4.22%	05/23/28	5,000,000	5,000,000	–
FHLB	3.75%	06/04/27	5,006,092	5,006,092	–
FHLB	4.15%	11/06/28	5,000,000	5,000,000	–
FHLMC	3.86%	12/11/28	10,321,386	10,321,386	–
FHLMC	3.87%	11/24/28	5,000,250	5,000,250	
FHLMC	3.90%	09/23/27	4,998,500	4,998,500	
FNMA	4.20%	07/10/28	4,739,526	4,739,526	
Totals			**$ 163,343,529**	**$ 158,743,337**	**$ 4,600,192**

Allocation

March 31, 2026

Book Value	Yield	Maturity Date	Total	Pooled Funds	Debt Service Fund
Independent DDA	3.75%		$ 7,214,030	$ 7,214,030	$ –
Independent DDA #2	3.75%		15,916,765	15,916,765	–
Independent DDA #3	3.75%		2,250,264	2,250,264	–
NexBank MMA	3.86%		5,989,670	5,989,670	–
TexSTAR	3.65%		28,776,217	28,776,217	–
TexPool	3.74%		54,011,581	49,168,106	4,843,475
FAMC	3.65%	01/05/29	8,000,000	8,000,000	–
FFCB	3.65%	12/22/28	4,996,250	4,996,250	–
FFCB	3.80%	12/18/28	5,000,000	5,000,000	–
FFCB	3.87%	11/24/28	10,001,000	10,001,000	–
FFCB	4.22%	05/23/28	5,000,000	5,000,000	–
FHLB	3.75%	06/04/27	5,009,130	5,009,130	–
FHLMC	3.86%	12/11/28	10,321,386	10,321,386	–
FHLMC	3.87%	11/24/28	5,000,250	5,000,250	–
FNMA	4.20%	07/10/28	4,739,526	4,739,526	–
Totals			**$ 172,226,069**	**$ 167,382,593**	**$ 4,843,475**

PARKS AND RECREATION DEPARTMENT

To: **Mayor and Town Council**

From: **David Angeles, Director of Parks and Recreation**

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

Re: **Subject – Construction Contract for Mahard Parkway Medians**

Town Council Meeting – August 11, 2026

Strategic Visioning Priority: 3. Commercial Corridors are ready for Development

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Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Construction Agreement with American Landscape Systems for the Mahard Parkway Medians in the amount of $482,505.50.

Description of Agenda Item:
This construction contract is for a concrete paving, maintenance ramps, sod, decorative gravel, river rock, steel edging, irrigation, and associated sitework for medians on Mahard Parkway to the north of the intersection with West University Drive. Also included are debris disposal, stormwater pollution prevention, and boring for a new irrigation main. The costs in the bid are based on a competitive sealed proposal process in which American Landscape was deemed the lowest responsible bidder.

Budget Impact:
The total cost of construction is $482,505.50. More than 93 percent of funding for this contract is available in account PK202540-CONST-CONST. Remaining funding is available through savings on other Capital Improvement Projects.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the standard agreement as to form and legality.

Attached Documents:
1. Construction Agreement
2. Construction Proposal Tabulation Summary
3. Evaluation Matrix
4. Supplier Response

Town Staff Recommendation:
Consider and act upon authorizing the Town Manager to execute a Construction Agreement with American Landscape Systems for the Mahard Parkway medians in the amount of $482,505.50.

Proposed Motion:

Motion to authorize the Town Manager to execute a Construction Agreement with American Landscape Systems for the Mahard Parkway Medians in the amount of $482,505.50.

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN)

This Construction Agreement (the "Agreement") is made by and between **American Landscape Systems,** 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. 2026-18-B
MAHARD PARKWAY MEDIANS

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 Engineer, 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 **four hundred eighty-two thousand five hundred five dollars and 50 cents ($482,505.50).** 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 35 calendar days after the date of the Notice to Proceed for the base proposal. Within 10 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.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Substantial Completion shall be defined as the date upon which all scheduled bid items included in the Contract have been constructed or installed completely to allow all facilities to function as designed and the Contractor has made a request for a final walk-through inspection with the Owner's Construction Superintendent, CIP Program Manager, Engineer, and other representatives.

For the purpose of tracking time, issuing payment of retainage, and assessing liquidated damages, Final Completion shall be defined as the date upon which all items identified during the final walk-through inspection as being incomplete or not functioning as designed (the "punch list") have been completed or corrected and the Contractor has requested final acceptance of the Project.

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. 2026-18-B MAHARD PARKWAY MEDIANS

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 a 30-day 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 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.

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. IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.

If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

P. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.

In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

Q. 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.

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.*]

CONTRACTOR

By: Joseph Angelone

Title: Vice President

Date: 8/6/2026

Address: 1780 Midway Road
Lewisville, Texas 75056

Phone: (469) 521-2200
Email: jta@americanlandscapesystems.com

TOWN OF PROSPER, TEXAS

By: **MARIO CANIZARES**

Title: Town Manager

Date: ______________________

Address: 250 W. First St.
P.O. Box 307
Prosper, Texas 75078

Phone: (972) 346-2640
Email: mcanizares@prospertx.gov

ATTEST:

____

MICHELLE LEWIS SIRIANNI
Town Secretary

TOWN OF PROSPER
PROPOSAL TABULATION SUMMARY

Solicitation Number	CSP No. 2026-18-B
Solicitation Title	Mahard Parkway Medians
Close Date	07/7/2026 at 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total	Total Days
A T Construction, LLC	Aubrey	TX	7/7/2026 10:45:51 AM (CT)	$657,710.00	100
American Landscape Systems	Lewisville	TX	7/7/2026 10:59:37 AM (CT)	$482,505.50	45
C. Green Scaping, LP	Fort Worth	TX	7/7/2026 10:28:19 AM (CT)	$514,645.60	82
Central North Construction, LLC	Allen	TX	7/7/2026 01:33:59 PM (CT)	$534,000.00	68
Fast General Contracting LLC	North Richland Hills	TX	7/7/2026 12:42:09 PM (CT)	$676,946.80	90
FSS Landscape	Fort Worth	TX	7/7/2026 01:16:32 PM (CT)	$497,581.00	75
MSF Hospitality	Coppell	TX	7/7/2026 01:41:12 PM (CT)	$562,313.75	75
Ratliff Hardscape, Ltd	Carrollton	TX	7/7/2026 11:42:12 AM (CT)	$630,543.25	180

****All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.**

Certified by: Jay Carter, NIGP-CPP, CPPB, C.P.M.
Purchasing Manager
Town of Prosper, Texas

Certified on: July 7, 2026

CSP NO. 2026-18-B
Mahard Parkway Medians

EVALUATION MATRIX		A T Construction		American Landscape Systems		C. Green Scaping		Central North Contruction		Fast General Contracting		FSS Landscape		MSF Hospitality		Ratliff Hardscape	
EVALUATION CRITERIA	**WEIGHTING**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**	**POINTS**	**WEIGHTED SCORE**
Cost Proposal	**65%**	7.34	4.77	10.00	6.50	9.38	6.09	9.04	5.87	7.13	4.63	9.70	6.30	8.58	5.58	7.65	4.97
Proposed Project Timeline	**25%**	4.50	1.13	10.00	2.50	5.49	1.37	6.62	1.65	5.00	1.25	6.00	1.50	6.00	1.50	2.50	0.63
Qualifications and Experience	**10%**	6.33	0.63	8.67	0.87	7.67	0.77	8.17	0.82	6.67	0.67	5.67	0.57	8.33	0.83	8.33	0.83
TOTAL	**100%**		**6.53**		**9.87**		**8.23**		**8.34**		**6.55**		**8.37**		**7.91**		**6.43**

2026-18-B Addendum 2
American Landscape Systems
Supplier Response

Event Information

Number:	2026-18-B Addendum 2
Title:	Mahard Parkway Medians
Type:	Competitive Sealed Proposal
Issue Date:	5/22/2026
Deadline:	7/7/2026 02:00 PM (CT)
Notes:	**ENGINEER'S ESTIMATE: $486,450**

The Town of Prosper is accepting competitive sealed proposals for **CSP NO. 2026-18-B MAHARD PARKWAY MEDIANS**. 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 July 7, 2026**. Any proposals received after this time will not be accepted and will be returned unopened. The **proposal opening will be held online on July 7, 2026, at 3:00 P.M.** To participate in the proposal opening, please use the following:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/248084679196262?p=Yefk3Sr2lLkA8lgyVQ
Meeting ID: 248 084 679 196 262
Passcode: Pj7cd9h3

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of MAHARD PARKWAY MEDIANS.

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 Department, 409 East First Street, Prosper, Texas, 75078, Phone: (972) 569-1160 without charge. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: Bid Opportunities | Prosper, TX

Questions and requests for clarifications in regard to this proposal should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Purchasing Manager, at jcarter@prospertx.gov. **The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on June 30, 2026**. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

A preproposal meeting will be held online on June 2, 2026, at 11:30 AM. To participate in the preproposal meeting, please use the following link:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/291286608281098?p=7JjXWIdcgBwdAUJsdp
Meeting ID: 291 286 608 281 098
Passcode: r2Jn6Kz9

Contact Information

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

American Landscape Systems Information

Contact: Aaron Jaska
Address: 1780 Midway Road
Lewisville, TX 75056
Phone: (469) 521-2200
Email: amj@americanlandscapesystems.com

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

Robert Steffey	rs@americanlandscapesystems.com
Signature	*Email*

Submitted at 7/7/2026 10:59:37 AM (CT)

Requested Attachments

CSP Submission

Completed CIP full documents.pdf

Please submit all documents as a single file.

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

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

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

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

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

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

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

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

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

10 Bid Proposal Condition No. 10 (PROJECT SPECIFIC)

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items in the number of days as submitted.

☑ I Agree

11 Bid Proposal Condition No. 11 (PROJECT SPECIFIC)

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 days as submitted as part of this Proposal. Within the number of days submitted in the proposal 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

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
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
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
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
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
17	**Addendum No. 1** Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) ☑ Acknowledged
18	**Addendum No. 2** Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) ☑ Acknowledged
19	**Addendum No. 3** Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) ☑ Acknowledged
20	**Addendum No. 4** Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) ☑ Acknowledged
21	**Addendum No. 5** Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) ☑ Acknowledged

Item 5.

22	**Project Timeline: Substantial Completion** Provide number of calendar days to reach substantial completion of all construction 35
23	**Project Timeline: Final Completion** Provide number of calendar days after substantial completion to reach final completion of all construction. 45

Bid Lines

#	Description	Quantity	UOM	Unit Price	Total
1	MOBILIZATION AND MOVE-IN, NOT TO EXCEED FIVE-PERCENT (5%)	1	LS	$24,125.00	$24,125.00
2	GENERAL SITE PREPARATION, CLEARING, AND DISPOSAL	71030	SF	$0.75	$53,272.50
3	FURNISH AND INSTALL NEW SIGN AND SIGN POST ASSEMBLY	5	EA	$500.00	$2,500.00
4	FURNISH, INSTALL, AND MAINTAIN PROJECT SIGN	4	EA	$1,850.00	$7,400.00
5	FURNISH, INSTALL, MAINTAIN, AND REMOVE INLET PROTECTION	9	EA	$500.00	$4,500.00
6	CONSTRUCT MEDIAN NOSE PAVING (STAMPED AND STAINED) (P-1)	5970	SF	$13.00	$77,610.00
7	CONSTRUCT MAINTENANCE RAMP (P-2), INCLUDING ALL INCIDENTALS	2	EA	$1,500.00	$3,000.00
8	FURNISH AND INSTALL STEEL EDGE (M-1)	1810	LF	$8.50	$15,385.00
9	FURNISH AND INSTALL DECORATIVE GRAVEL (COLORADO RIVER ROCK) (AG-1)	16625	SF	$10.00	$166,250.00
10	FURNISH AND INSTALL DECORATIVE GRAVEL (GRAY GRANITE OR BASALT) (AG-2)	5125	SF	$7.50	$38,437.50
11	***Line deleted as part of an Addendum***				
12	***Line deleted as part of an Addendum***				
13	***Line deleted as part of an Addendum***				

14	***Line deleted as part of an Addendum***									*Item 5.*
15	FURNISH, PLANT, AND ESTABLISH PALISADES ZOYSIA (MEDIAN) WITH 4-INCH TOPSOIL, INCLUDING ALL INCIDENTALS	Quantity:	43250	UOM:	SF	Unit Price:	$1.55	Total:	$67,037.50	
16	***Line deleted as part of an Addendum***									
17	***Line deleted as part of an Addendum***									
18	FURNISH AND INSTALL PERMANENT IRRIGATION (MEDIAN), INCLUDING ALL INCIDENTALS	Quantity:	18800	UOM:	SF	Unit Price:	$0.51	Total:	$9,588.00	
19	FURNISH AND INSTALL CONNECTION TO EXSTING IRRIGATION MAIN LINE (2-INCH)	Quantity:	1	UOM:	LS	Unit Price:	$1,000.00	Total:	$1,000.00	
20	FURNISH AND INSTALL CONDT (PVC) (SCHD 40) (4-INCH) (BORE)	Quantity:	220	UOM:	LF	Unit Price:	$45.00	Total:	$9,900.00	
21	CONNECT AND REPAIR EXISTING IRRIGATION FOR NORTH MEDIANS	Quantity:	1	UOM:	LS	Unit Price:	$2,500.00	Total:	$2,500.00	

Response Total: $482,505.50

PUBLIC WORKS

To: Mayor and Town Council

From: James Rodriguez, Assistant Director of Public Works

Through: Mario Canizares, Town Manager
Chuck Ewings, Assistant Town Manager
Carrie Jones, Public Works Director

Re: Purchase of Water Meters

Town Council Meeting – August 11, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:

Consider and act upon approving the purchase of water meters from Core & Main in the amount of $119,828; and authorize the Town Manager to execute the same.

Description of Agenda Item:

During the FY2025 budget process, Public Works began an annual water meter replacement program. The water system currently has approximately 15,800 water meters. When the program began, approximately 25% of the water meters in the system were 10 years or older. Since the implementation of the program, staff has replaced 4,652 meters. The meters that have been replaced thus far have included 5/8" meters and 1" meters. This purchase will begin the process of shifting towards the 1 ½" and 2" meters. In total, there are 284 meters that are over 10 years old in the system between these two sizes. This proposed purchase will replace approximately half of the necessary meters for the replacement program.

Staff anticipate purchasing more meters throughout the FY2027 budget to continue replacing approximately 2,000 meters in the system. Replacing these aging meters with new ultrasonic meters will improve the accuracy of water usage measurement and provide more precise tracking of water consumption. This proactive replacement program helps ensure accurate customer billing and reduces the risk of meter failure.

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

Budget Impact:

The purchase of additional water meters for the water meter replacement program was approved as part of a decision package through the FY25 budget process. The total amount will be charged to 70050520-52400 (Meter Purchases).

Legal Obligations and Review:

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

Attached Documents:

1. Core and Main Quote

Town Staff Recommendation:

Town Staff recommends the approval of the purchase of water meters from Core & Main in the amount of $119,828; and authorize the Town Manager to execute the same.

Proposed Motion:

I move to approve the purchase of water meters from Core & Main in the amount of $119,828 and authorize the Town Manager to execute the same.

Bid Proposal for Prosper meters Sourcewell Contract #040825-CAM

CUSTOMER

TOWN OF PROSPER
601 W FIFTH ST
PROSPER, TX 75078

Job
Prosper meters Sourcewell Contract #040825-CAM
prosper , TX
Bid Date: 07/20/2026 03:00 pm
Bid #: 5080166

CONTACT

Sales Representative
Rudolph James
(M) 469-601-2737
(T) 817-595-0580
Rudolph.James@coreandmain.com

Core & Main
4650 Hwy 377
Krugerville, TX 76227
(T) 9403659117

NOTES

Actual taxes may vary

Bid Proposal for Prosper meters Sourcewell Contract #040825-CAM

TOWN OF PROSPER
Job Location: prosper , TX
Bid Date: 07/20/2026 03:00 pm
Core & Main Bid #: 5080166

Core & Main
4650 Hwy 377
Krugerville, TX 76227
Phone: 9403659117

Seq#	Qty	Description	Units	Price	Ext Price
10	67	1 1/2X13 MACH 10 EU2A1G1SA50	EA	914.00	61,238.00
20	62	2X10MACH10 EU2F1G1SA50	EA	945.00	58,590.00
				Sub Total	**119,828.00**
				Tax	0.00
				Total	**119,828.00**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

PLANNING

To: Mayor and Town Council

From: David Hoover, AICP, Director of Development Services

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

Re: St. Martin de Porres Temporary Buildings

Town Council Meeting – August 11, 2026

Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development

---

Agenda Item:
Consider and act upon a request for the utilization of two existing temporary buildings for church administration purposes through August of 2028 at St. Martin de Porres, Block A, Lot 2R, on 39.8± acres, located on the north side of University Drive, 1350± feet west of Teel Parkway.

Future Land Use Plan:
Not Applicable.

Comprehensive Plan:
The property is designated as US 380 District.

Zoning:
The property is zoned Planned Development-40 (Mixed Use).

Description of Agenda Item:
On August 8, 2023, a Specific Use Permit (SUP) was approved to allow two temporary buildings on the St. Martin de Porres property for the use of a Private School. A condition was placed on the SUP that limited the SUP to two years with an optional one-year renewal.

Upon completion of the two-year period, the owner informed the Planning Division that the temporary buildings were no longer needed for the Private School. However, they were to be repurposed for the use of the church administration offices. At that time, the Zoning Ordinance stated that temporary buildings are permitted by right for houses of worship and a permit may be issued for an initial period of three years.

The applicant provided a plan showing the location of a future administration building that would alleviate the need for the temporary buildings. The owner was permitted to utilize the temporary buildings from August of 2025 through August 2026, with the provision that Town Council would be informed of the intent to utilize the buildings for two additional years while funds are raised for the administration building.

Thoroughfare Plan:
The property has access from Teel Parkway and Windsong Parkway.

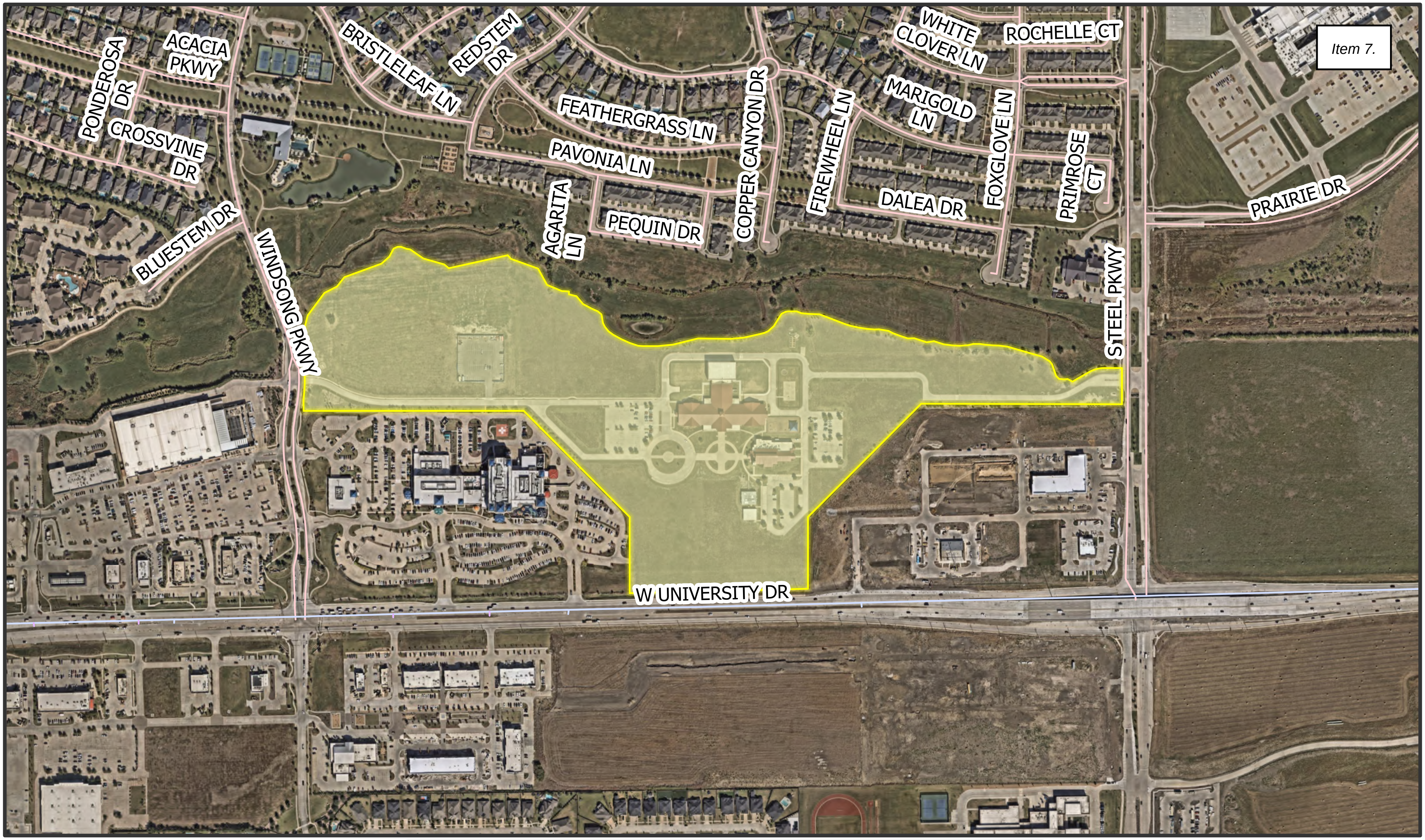
Parks Master Plan:
Not applicable.

Legal Obligations and Review:
Not applicable.

Attached Documents:
1. Location Map
2. Concept Plan
3. Letter from the Applicant

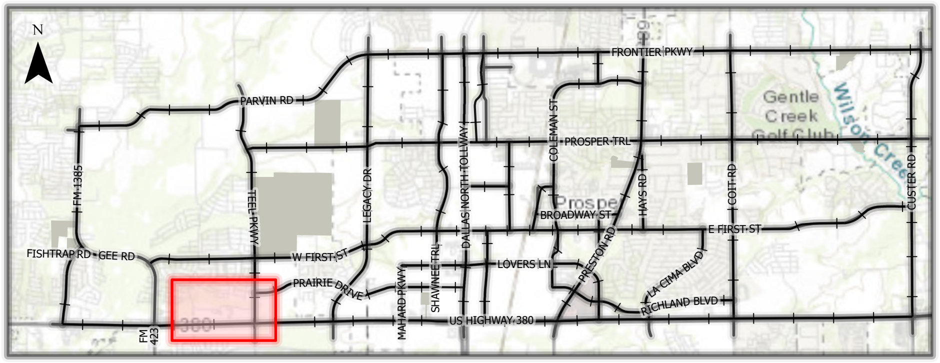
Town Staff Recommendation:
Staff recommends approval to for the utilization of two existing temporary buildings for church administration purposes through August of 2028 at St. Martin de Porres, Block A, Lot 2R, on 39.8± acres, located on the north side of University Drive, 1350± feet west of Teel Parkway.

Proposed Motion:
I move to approve/deny a request for the utilization of two existing temporary buildings for church administration purposes through August of 2028 at St. Martin de Porres, Block A, Lot 2R, on 39.8± acres, located on the north side of University Drive, 1350± feet west of Teel Parkway



TOWN OF PROSPER

0 350 700 1,400 Feet



This map for illustration purposes only

St. Martin De Porres Addition
Block A, Lot 2R

TOWN OF PROSPER STANDARD NOTATIONS:

- ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
- ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
- ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
- THE APPROVAL OF A PRELIMINARY SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF TWO (2) YEARS FROM THE DATE THAT THE PRELIMINARY SITE PLAN IS APPROVED BY THE PLANNING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED THE APPROVAL OF A SITE PLAN BY THE PLANNING & ZONING COMMISSION. IF A SITE PLAN IS NOT APPROVED WITHIN SUCH TWO (2) YEAR PERIOD, THE PRELIMINARY SITE PLAN APPROVAL IS NULL AND VOID. IF SITE PLAN APPROVAL IS ONLY FOR A PORTION OF THE PROPERTY, THE APPROVAL OF THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
- OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICULAR PAVING, REQUIRED PARKING LOT LANDSCAPE ISLANDS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, SIDEWALKS*, AND DETENTION POND *

LEGEND

WATER EASEMENT	SEWER EASEMENT	EXISTING WATER LINE
WATER TRANSMISSION EASEMENT	DRAINAGE EASEMENT	EXISTING FIRE HYDRANT
LANDSCAPE EASEMENT	ELECTRIC EASEMENT	EXISTING S.S. LINE
FLOODPLAIN	(EX) BUILDING (PROP)	FIRELANE/ P.A.D.U.E.

CONTACT INFORMATION:

OWNER:
CATHOLIC DIOCESE OF FORT WORTH
800 WEST LOOP 820 SOUTH
FORTH WORTH, TEXAS 76108
817.945.9311
MICHAEL OLSON, S.T.D.

SURVEYOR:
MANHARD CONSULTING
505 PECAN STREET, SUITE 201
FORT WORTH, TEXAS 76102
817.865.5344
JEREMY DEAL, R.P.L.S., P.E.

APPLICANT:
MANHARD CONSULTING
505 PECAN STREET, SUITE 201
FORT WORTH, TEXAS 76102
817.995.3867
KLAYTON HEDGES, P.E.

CONTRACTOR:
FPI BUILDERS
216 WENNECA AVE.
FORT WORTH, TX 76102
817.336.1161
STERLING BARNETT

PROPOSED CONDITIONS - OVERALL

Manhard CONSULTING

505 Pecan Street, Suite 201, Fort Worth, TX 76102 ph:813.897.5008 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-10194754 (Surv), F-22053 (Eng)

ST. MARTIN DE PORRES CATHOLIC CHURCH

3990 W. UNIVERSITY DR. PROSPER, TEXAS

TOWN OF PROSPER PROJECT NUMBER:

DESIGN: JH
DRAWN: CB
CHECKED: KH
SCALE: 1"= 120'
DATE: 05.08.2025
CODE: 616.157001
SHEET NUMBER 2 OF 3

ST. MARTIN DE PORRES
CATHOLIC CHURCH
ONE WORD. ONE PRAYER. ONE OPEN HEART.

July 16, 2026

Ms. Suzanne Porter, AICP
Planning Manager
Town of Prosper
250 W. First Street
Prosper, TX 75078

Re: Request for Continued Use of Temporary Portable Buildings

Dear Ms. Porter,

Thank you for your correspondence regarding the temporary portable buildings located on the campus of St. Martin de Porres Catholic Parish.

In accordance with the Town's request, we respectfully submit our proposed schedule for the remaining two years permitted under the Town's ordinance.

The temporary portable buildings will continue to serve as parish administrative offices and ministry meeting space. They currently house parish offices and provide essential space for a variety of ministries, including Faith Formation, Evangelization, and other parish ministries that support the spiritual, educational, and pastoral needs of our growing parish community.

As St. Martin de Porres continues to experience significant growth, these temporary facilities remain critical to our daily operations while we work toward constructing permanent facilities. We are actively raising the funds necessary to build our permanent Parish Offices and Ministry Center, which will be located as shown as phase 2B on the accompanying site plan.

Our anticipated schedule is as follows:

- **Year One:** Continue use of the portable buildings for parish offices and ministry meeting space while advancing fundraising efforts, completing project planning, and preparing for construction of the permanent Parish Offices and Ministry Center.

- **Year Two:** Continue occupancy of the portable buildings during the anticipated construction period. Upon completion of the permanent Parish Offices and Ministry Center and relocation of parish operations, the portable buildings will be removed from the site in accordance with the Town's requirements.

JUL 16 REC'D

3990 West University Dr.
Prosper, TX 75078

www.saintmartindp.org

Phone: 469-287-7624
Fax: 469-287-7978

Item 7.

ST. MARTIN DE PORRES

CATHOLIC CHURCH

ONE WORD. ONE PRAYER. ONE OPEN HEART.

We appreciate the Town of Prosper's continued partnership with St. Martin de Porres as we work to meet the needs of our expanding parish community. We remain committed to completing our permanent facilities and removing the temporary buildings as soon as they are no longer needed.

Should you require any additional information, please do not hesitate to contact us.

Sincerely,

Fr. Stephen Hauck

Very Rev. Stephen Hauck, V.F.
Pastor
St. Martin de Porres Catholic Parish

JUL 16 REC'D

3990 West University Dr.
Prosper, TX 75078

www.saintmartindp.org

Phone: 469-287-7624
Fax: 469-287-7978

TOWN OF PROSPER
A Place Where Everyone Matters

FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Preliminary FY 2026-2027 Budget

Town Council Meeting – August 11, 2025

Strategic Visioning Priority: 1. Provide Excellent Municipal Services

---

Agenda Item:
Discuss and consider submission of the Preliminary Fiscal Year 2026-2027 Budget. (CL)

Description of Agenda Item:
In accordance with Town Charter, the referenced documentation completes the Town Manager's submission of the Preliminary Budget and Budget Message for Fiscal Year 2026-2027. The FY 2026-2027 Preliminary Budget, including the Budget Message from the Town Manager, was submitted to the Town Council under separate cover.

Town Staff Recommendation:
Town staff has submitted the FY 2026-2027 Preliminary Budget and Budget Message under separate cover to the Town Council for review.

Taxpayer Impact Calculation Worksheet

Input / calculation	Current fiscal year	Upcoming: proposed budget	Upcoming: NNR balanced budget
Fiscal year label	FY 2025-26	FY 2026-27	FY 2026-27
Median-valued homestead: appraised value	$854,177	$834,246	$834,246
Applicable homestead exemptions / reductions	$177,202	$148,163	$148,163
Taxable value	$676,975	$686,083	$686,083
Tax rate ($ per $100 taxable value)	0.505000	0.505000	0.500622
Calculated property-tax bill	**$3,418.72**	**$3,464.72**	**$3,434.68**
Dollar change vs. current year	$0.00	$46.00	$15.96
Percent change vs. current year	0.00%	1.35%	0.47%
Calculation status	READY	READY	READY

**Median Values Estimated*

TOWN OF PROSPER
A Place Where Everyone Matters

FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: No-New-Revenue & Voter-Approval Tax Rates

Town Council Meeting – August 11, 2026

Strategic Visioning Priority: 1. Provide Excellent Municipal Services

---

Agenda Item:

Consider and act upon accepting submission of the tax year 2026, fiscal year 2026-2027, no-new-revenue tax rate of $0.500622 per $100 taxable value, voter-approval tax rate of $0.509936 per $100 taxable value, and preliminary property tax rate of $0.505000 per $100 taxable value. (CL)

Description of Agenda Item:

State law requires municipalities to submit to their governing boards and publish in a local newspaper a notice showing their no-new-revenue and voter-approval tax rates and the notice-and-hearing limit for the upcoming fiscal year. The no-new-revenue rate will produce the same amount of tax revenue if applied to the same properties in both years. The voter-approval rate is the highest tax rate the Town can set without holding an election to seek voter approval of the rate.

All taxing units that levied property taxes in tax year 2025, fiscal year 2025-2026, and intend to levy them in tax year 2026, fiscal year 2026-2027, must calculate a no-new-revenue tax rate and a voter-approval tax rate. Although the actual calculation is more detailed, the Town's no-new-revenue tax rate is generally equal to the prior year's taxes divided by the current taxable value of properties that were also on the tax roll in the prior year.

The no-new-revenue tax rate is intended to enable the public to evaluate the relationship between taxes for the current year and taxes that a proposed tax rate would produce if applied to the same properties taxed in both years.

The voter-approval tax rate is split into two separate components: an operating and maintenance rate and a debt rate. The voter-approval rate calculation allows municipalities to raise 3.5 percent of the prior year's operating and maintenance money, plus the necessary debt rate.

State law also requires municipalities to publish the no-new-revenue tax rate and a voter-approval tax rate, and to hold one public hearing if the proposed tax rate exceeds the lower of the no-new-revenue or voter-approval tax rate. Because the Town's preliminary tax rate of $0.505000 is higher than the no-new-revenue tax rate of $0.500622, the Town is required to hold one public hearing on the tax rate.

Attached Documents:

1. 2026 Tax Rate Calculation Worksheet

Town Staff Recommendation:

Town Staff recommends that the Town Council accept the submission of the tax year 2026, fiscal year 2026-2027, no-new-revenue tax rate of $0.508872 per $100 taxable value, voter-approval tax rate of $0.509936 per $100 taxable value, and preliminary property tax rate of $0.505000 per $100 taxable value.

Proposed Motion:

I move to accept the submission of the tax year 2026 no-new-revenue tax rate of $0.500622 per $100 taxable value, voter-approval tax rate of $0.509936 per $100 taxable value, and preliminary property tax rate of $0.505000 per $100 taxable value.

2026 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-8 | Item 9.

Town of Prosper	972-346-2640
Taxing Unit Name	Phone *(area code and number)*
250 W. First Street, Prosper, TX 75078	www.prospertx.gov
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.[1] Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[2]	$ 11,420,068,443
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[3]	$ 1,061,613,314
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 10,358,455,129
4.	**Prior year total adopted tax rate.**	$ 0.505000 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.** A. **Original prior year ARB values:** .... $ 522,948,669 B. **Prior year values resulting from final court decisions:** .... - $ 482,949,560 C. **Prior year value loss.** Subtract B from A.[4]	$ 39,999,109

[1] Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(14)
[4] Tex. Tax Code §26.012(13)

Item 9.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. Prior year ARB certified value:	$ 502,383,764	
	B. Prior year disputed value:	- $ 30,412,577	
	C. Prior year undisputed value. Subtract B from A. [5]		$ 471,971,187
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 511,970,296
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.		$ 10,870,425,425
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year.** Enter the prior year value of property in deannexed territory. [6]		$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.		
	A. Absolute exemptions. Use prior year market value:	$ 5,009,288	
	B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value:	+ $ 150,892,622	
	C. Value loss. Add A and B. [7]		$ 155,901,910
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year.		
	A. Prior year market value:	$ 0	
	B. Current year productivity or special appraised value:	- $ 42	
	C. Value loss. Subtract B from A. [8]		$ -42
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.		$ 155,901,868
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. [9] If the taxing unit has no captured appraised value in line 18D, enter 0.		$ 302,631,636
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.		$ 10,411,891,921
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.		$ 52,580,054
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [10]		$ 311,716
17.	**Adjusted prior year levy with refunds.** Add Lines 15 and 16. [11]		$ 52,891,770

[5] Tex. Tax Code §26.012(13)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(15)
[9] Tex. Tax Code §26.03(c)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled. [12]	
	A. Certified values: .... $ 11,540,557,502	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office: .... + $ 0	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: .... - $ 0	
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below. [13] Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.[14] Enter the total from Form 50-110 .... - $ 323105784	
	E. Total current year value. Add A and B, then subtract C and D.	$ 11,217,451,718
19.	**Total value of properties under protest or not included on certified appraisal roll.** [15]	
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [16] .... $ 1,143,311,692	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [17] .... + $ 0	
	C. Total value under protest or not certified. Add A and B.	$ 1,143,311,692
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[18]	$ 1,188,315,072
21.	**Anticipated contested value.** Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. [19] An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.[20] If completing this line, the taxing unit must include supporting documentation in Section 9.[21] Taxing units that are not affected, enter 0.	$ 0
22.	**Current year total taxable value.** Add Lines 18E and 19C, then subtract Lines 20 and 21.[22]	$ 11,172,448,338
23.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [23]	$ 0
24.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [24]	$ 607,241,178

[12] Tex. Tax Code §§26.012(6) and 26.04(c-2)
[13] Tex. Tax Code §26.03(c)
[14] Tex. Tax Code §26.03(e)
[15] Tex. Tax Code §26.01(c) and (d)
[16] Tex. Tax Code §26.01(c)
[17] Tex. Tax Code §26.01(d)
[18] Tex. Tax Code §26.012(6)(B)
[19] Tex. Tax Code §§26.012(6)(C) and 26.012(1-b)
[20] Tex. Tax Code §26.012(1-a)
[21] Tex. Tax Code §26.04(d-3)
[22] Tex. Tax Code §26.012(6)
[23] Tex. Tax Code §26.012(17)
[24] Tex. Tax Code §26.012(17)

Item 9.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	**Total adjustments to the current year taxable value.** Add Lines 23 and 24.	$ 607,241,178
26.	**Adjusted current year taxable value.** Subtract Line 25 from Line 22.	$ 10,565,207,160
27.	**Current year NNR tax rate.** Divide Line 17 by Line 26 and multiply by $100. [25]	$ 0.500622 /$100
28.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [26]	$ ______ /$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing units' overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.[27] This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.322054 /$100
30.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 10,870,425,425
31.	**Total prior year M&O levy.** Multiply Line 29 by Line 30 and divide by $100.	$ 35,008,639
32.	**Adjusted prior year levy for calculating NNR M&O rate.**	
	A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year. + $ 200,970	
	B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. – $ 917,455	
	C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- $ 0	
	D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. $ -716,485	
	E. Add Line 31 to 32D.	$ 34,292,154
33.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 10,565,207,160
34.	**Current year NNR M&O rate (unadjusted).** Divide Line 32E by Line 33 and multiply by $100.	$ 0.324576 /$100

[25] Tex. Tax Code §26.04(c)
[26] Tex. Tax Code §26.04(d)
[27] Tex. Tax Code §26.012(3)

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Line	M&O and Debt Tax Rate Worksheet		Amount/Rate
35.	**Rate adjustment for state criminal justice mandate.** [28]		
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$ 0	
	B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000/$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000/$100
36.	**Rate adjustment for indigent health care expenditures.** [29]		
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..	$ 0	
	B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose..	– $ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000/$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000/$100
37.	**Rate adjustment for county indigent defense compensation.** [30]		
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose..	$ 0	
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000/$100	
	D. Multiply B by 0.05 and divide by Line 33 and multiply by $100..	$ 0.000000/$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000000/$100
38.	**Rate adjustment for county hospital expenditures.** [31]		
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025.	$ 0	
	C. Subtract B from A and divide by Line 33 and multiply by $100.	$ 0.000000/$100	
	D. Multiply B by 0.08 and divide by Line 33 and multiply by $100..	$ 0.000000/$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000/$100

[28] Tex. Tax Code §26.044
[29] Tex. Tax Code §26.0441
[30] Tex. Tax Code §26.0442
[31] Tex. Tax Code §26.0443

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Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. **A. Amount appropriated for public safety in the prior year.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. . . . . . $ 0 **B. Expenditures for public safety in the prior year.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year . . . . . . $ 0 **C.** Subtract B from A and divide by Line 33 and multiply by $100 . . . . . . $ 0.000000/$100 **D.** Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000/$100
40.	**Adjusted current year NNR M&O rate.** Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	$ 0.324576/$100
41.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent . . . . . . $ 0 **B.** Divide Line 41A by Line 33 and multiply by $100 . . . . . . $ 0.000000/$100 **C.** Add Line 41B to Line 40.	$ 0.324576/$100
42.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	$ 0.335936/$100
D42.	***Disaster Line 42 (D42):* Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** [32] If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: **A.** The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 [33] . . . . . . $ 0.000000/$100 **- or -** **B.** The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. [34] Complete Section 5 through Line 68 to complete D42(B). a. Enter the **disaster relief cost.** . . . . . . $ 0 b. **Disaster relief rate**. Divide Line D42(B)(a) by Line 26 and multiply by 100 . . . . . . $ 0.000000/$100 c. Add Line D42(B)(b) to Line 42. . . . . . . $ 0.000000/$100 d. Enter the **current year unused increment rate** from Line 68 . . . . . . $ 0.000000/$100 e Add Line D42(c) to Line D42(d). . . . . . . $ 0.000000/$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. **C.** Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). [35] If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	$ 0.000000/$100

[32] Tex. Tax Code §26.042
[33] Tex. Tax Code §26.042(a-2)(1)
[34] Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)
[35] Tex. Tax Code §26.042(a-2)

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Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes; **(2)** are secured by property taxes; **(3)** are scheduled for payment over a period longer than one year; and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [36] Enter debt amount .... $ 21,373,298 **B.** Subtract **unencumbered fund amount** used to reduce total debt. .... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) .... – $ 0 **D.** Subtract **amount paid** from other resources .... – $ 1,933,233 **E. Adjusted debt.** Subtract B, C and D from A.	$ 19,440,065
44.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [37]	$ 0
45.	**Adjusted current year debt.** Subtract Line 44 from Line 43E.	$ 19,440,065
46.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [38] .... 100.00 % **B.** Enter the prior year actual collection rate. .... 99.22 % **C.** Enter the 2024 actual collection rate. .... 99.10 % **D.** Enter the 2023 actual collection rate. .... 103.70 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [39]	100.00 %
47.	**Current year debt adjusted for collections.** Divide Line 45 by Line 46E.	$ 19,440,065
48.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 11,172,448,338
49.	**Current year debt rate.** Divide Line 47 by Line 48 and multiply by $100.	$ 0.174000 /$100
50.	**Current year voter-approval M&O rate plus current year debt rate.** Add Lines 42 and 49.	$ 0.509936 /$100
D50.	***Disaster Line 50 (D50):* Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	$ 0.000000 /$100
51.	**COUNTIES ONLY.** Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	$ ______ /$100

[36] Tex. Tax Code §26.012(7)
[37] Tex. Tax Code §§26.012(10) and 26.04(b)
[38] Tex. Tax Code §26.04(b))
[39] Tex. Tax Code §26.04(h), (h-1) and (h-2)

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SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters.[40] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
53.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [41] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [42] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 0
54.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 11,172,448,338
55.	**Sales tax adjustment rate.** Divide Line 53 by Line 54 and multiply by $100.	$ 0.000000 /$100
56.	**Current year NNR tax rate, unadjusted for sales tax.**[43] Enter the rate from Line 27 or 28, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.500622 /$100
57.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	$ 0.500622 /$100
58.	**Current year voter-approval tax rate, unadjusted for sales tax.**[44] Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the *M&O and Debt Tax Rate Worksheet*.	$ 0.509936 /$100
59.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 55 from Line 58.	$ 0.509936 /$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [45] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [46]	$ 0
61.	**Current year total taxable value.** Enter the amount from Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ 11,172,448,338
62.	**Additional rate for pollution control.** Divide Line 60 by Line 61 and multiply by $100.	$ 0.000000 /$100
63.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	$ 0.509936 /$100

[40] Tex. Tax Code §26.041(d)
[41] Tex. Tax Code §26.041(i)
[42] Tex. Tax Code §26.041(d)
[43] Tex. Tax Code §26.04(c)
[44] Tex. Tax Code §26.04(c)
[45] Tex. Tax Code §26.045(d)
[46] Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [47] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [48]

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [49]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [50] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [51]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [52]

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	**Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value**	
	A. Voter-approval tax rate (Line 69)	$ 0.505000 /$100
	B. Unused increment rate (Line 68)	$ 0.000000 /$100
	C. Subtract B from A	$ 0.505000 /$100
	D. Adopted Tax Rate	$ 0.505000 /$100
	E. Subtract D from C	$ 0.000000 /$100
	F. 2025 Total Taxable Value (Line 61)	$ 10,529,913,043
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
65.	**Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value**	
	A. Voter-approval tax rate (Line 68)	$ 0.522075 /$100
	B. Unused increment rate (Line 67)	$ 0.017075 /$100
	C. Subtract B from A	$ 0.505000 /$100
	D. Adopted Tax Rate	$ 0.505000 /$100
	E. Subtract D from C	$ 0.000000 /$100
	F. 2024 Total Taxable Value (Line 60)	$ 9,365,511,347
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
66.	**Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.510000 /$100
	B. Unused increment rate (Line 66)	$ 0.017336 /$100
	C. Subtract B from A	$ 0.492664 /$100
	D. Adopted Tax Rate	$ 0.510000 /$100
	E. Subtract D from C	$ -0.017336 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 8,140,263,860
	G. Multiply E by F and divide the results by $100. If the number is less than zero, enter zero.	$ 0
67.	**Total Foregone Revenue Amount.** Add Lines 64G, 65G and 66G	$ 0
68.	**2026 Unused Increment Rate.** Divide Line 67 by Line 22 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.000000 /$100
69.	**Total 2026 voter-approval tax rate.** Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	$ 0.514310 /$100

[47] Tex. Tax Code §26.013(b)
[48] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[49] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[50] Tex. Tax Code §26.0501(a) and (c)
[51] Tex. Local Gov't Code §120.007(d)
[52] Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [53]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [54]

Line	De Minimis Rate Worksheet	Amount/Rate
70.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 40 of the *M&O and Debt Tax Rate Worksheet.*	$ ________/$100
71.	**Current year total taxable value.** Enter the amount on Line 22 of the *No-New-Revenue Tax Rate Worksheet.*	$ ________
72.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 71 and multiply by $100.	$ ________/$100
73.	**Current year debt rate.** Enter the rate from Line 49 of the *M&O and Debt Tax Rate Worksheet.*	$ ________/$100
74.	**De minimis rate.** Add Lines 70, 72 and 73.	$ ________/$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year. [55]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	**2025 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.505000/$100
76.	**Adjusted 2025 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. [56] If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [57] Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	$ 0.000000/$100
77.	**Increase in 2025 tax rate due to disaster.** Subtract Line 76 from Line 75.	$ 0.000000/$100
78.	**Adjusted 2025 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 10,411,891,921
79.	**Emergency revenue.** Multiply Line 77 by Line 78 and divide by $100.	$ 0
80.	**Adjusted current year taxable value.** Enter the amount in Line 26 of the *No-New-Revenue Tax Rate Worksheet.*	$ 10,565,207,160
81.	**Emergency revenue rate.** Divide Line 79 by Line 80 and multiply by $100. [58]	$ 0.000000/$100
82.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	$ 0.509936/$100

[53] Tex. Tax Code §26.012(8-a)
[54] Tex. Tax Code §26.063(a)(1)
[55] Tex. Tax Code §26.042(b)
[56] Tex. Tax Code §26.042(c)
[57] Tex. Tax Code §26.042(b)
[58] Tex. Tax Code §26.042(b)

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SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. .... $ 0.500622 /$100
As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).

Indicate the line number used: 27

Voter-approval tax rate .... $ 0.509936 /$100
As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax), Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).

Indicate the line number used: 50

De minimis rate. .... $ 0.000000 /$100
If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [59]

print here ▶ ______________________
Printed Name of Taxing Unit Representative

sign here ▶ ______________________ ______________________
Taxing Unit Representative Date

Reset Print

[59] Tex. Tax Code §26.04(c-2) and (d-2)

FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Consider and act upon scheduling a Public Hearing on the FY 2026-2027 Proposed Budget

Town Council Meeting – August 11, 2026

Strategic Visioning Priority: 1. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon scheduling a Public Hearing on the FY 2026-2027 Proposed Budget. (CL)

Description of Agenda Item:
Chapter 102 of the Texas Local Government Code requires the Town to hold a public hearing on the proposed budget and publish the notice for this meeting in addition to the notice required under Truth in Taxation guidelines.

September 8 is a regular meeting date of the Town Council. This date meets the Public Hearing requirements of the Local Government Code. Given the timelines for publishing in the Prosper Press, staff will be submitting the notice of the public hearings on the proposed budget to print in the August 28 Frisco Enterprise.

Budget Impact:
Funding to cover the cost to publish the notice is budgeted in the Town Secretary's office.

Town Staff Recommendation:
Town Staff recommends the Town Council schedule a Public Hearing on the FY 2026-2027 Proposed Budget for September 8, 2026.

Proposed Motion:
I move to schedule a Public Hearing on the FY 2026-2027 Proposed Budget for September 8, 2026, at 6:15 p.m., with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W First St, Prosper, TX.

TOWN OF PROSPER
NOTICE OF PUBLIC HEARING

Notice is hereby given that the Prosper Town Council will conduct one Public Hearing on the proposed Fiscal Year 2026-2027 Town of Prosper Annual Budget. The Public Hearing will be held at a Regular Meeting on **Tuesday, September 8, 2026, at 6:15 p.m.** in the Council Chambers of Prosper Town Hall, 250 W. First Street, Prosper, Texas.

This budget will raise more total property taxes than last year's budget by $2,741,789, or 5.11% and of that amount, $3,066,568 is tax revenue to be raised from new property added to the tax roll this year.

Anyone wishing to speak either FOR or AGAINST the proposed Fiscal Year 2026-2027 Annual Budget is invited to attend the Public Hearing and voice his/her opinion.

For further information, contact the Finance Director, Town of Prosper, 250 W. First Street, Prosper, Texas, or by telephoning 972-569-1009.

/s/ Michelle Lewis Sirianni, Town Secretary

(To be published in the Frisco Enterprise on Friday, August 28, 2026)

A Place Where Everyone Matters

FINANCE

To: Mayor and Town Council

From: Chris Landrum, Finance Director

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

Re: Consider and act upon scheduling a Public Hearing on the proposed Fiscal Year 2026-2027 tax rate

Town Council Meeting – August 11, 2026

Strategic Visioning Priority: 1. Provide Excellent Municipal Services

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Agenda Item:
Consider and act upon scheduling a Public Hearing on the proposed Fiscal Year 2026-2027 tax rate. (CL)

Description of Agenda Item:
Section 26.05(d) of the Texas Property Tax Code requires taxing entities to hold one public hearing and publish newspaper ads before adopting a tax rate that exceeds the lower of the voter-approval tax rate ($0.509936) or the no-new-revenue tax rate ($0.500622). The Town is proposing a tax rate of $0.505000 per $100 of valuation.

Section 26.06(d) of the Texas Property Tax Code states the governing body may vote on the proposed tax rate at the public hearing. If the governing body does not vote on the proposed tax rate at the public hearing, the governing body shall announce at the public hearing the date, time, and place of the meeting at which it will vote on the proposed tax rate.

Section 26.06(e) of the Texas Property Tax Code states that a meeting to vote on the tax increase may not be held later than the seventh day after the date of the public hearing. Due to this limitation, we are requesting to hold the public hearing and vote on the tax rate on September 8, which is a regular meeting date of the Town Council. A hearing on this date satisfies tax code requirements.

Budget Impact:
There is no budgetary impact affiliated with this item.

Town Staff Recommendation:
Town Staff recommends that the Town Council schedule a public hearing on the proposed tax rate for September 8, 2026.

Proposed Motion:

I move to set the Public Hearing on the proposed tax rate for September 8, 2026, at 6:15 p.m., with the meeting taking place in the Council Chambers of Prosper Town Hall, located at 250 W. First St, Prosper, TX.