



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, April 08, 2025
6:15 PM

Welcome to the Prosper Town Council Meeting.

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

Addressing the Town Council:

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

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

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

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

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

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Proclamation recognizing April 13-19, 2025, as National Public Safety Telecommunications Week. (MLS)

CONSENT AGENDA:

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

2. Consider and act upon the minutes of the March 25, 2025, Town Council Regular meeting. (MLS)
3. Consider and act upon approving the purchase of two (2) modular buildings for the temporary use in Public Works with Boxx Modular through TIPS Contract Number 230902 in the amount of \$712,224. (CJ)
4. Consider and act upon a resolution authorizing the Town Manager, and/or his/her designee to apply for the FY 2026 Motor Vehicle Crime Prevention Authority Auto Theft Task Force Grant. (DK)
5. Consider and act upon an ordinance amending the Code of Ordinances, Chapter 12, "Traffic and Vehicles", Section 12.01.001, "Definitions", of Article 12.01 "General Provisions" by adding a definition of "Electric Bicycle" and amending the definition of "Vehicle or Motor Vehicle". (TW)
6. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

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:

7. Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-07-B to Central North Construction, LLC for Prosper Trail Right of Way Landscape Enhancements in the amount of \$390,000. (DB)
8. Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development. (DB)
9. Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development. (DB)
10. Discuss and consider Town Council Subcommittee reports. (DFB)

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

EXECUTIVE SESSION:

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

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

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

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

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

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, April 4, 2025, and remained so posted at least 72 hours before said meeting was convened.

Michelle Lewis Sirianni, Town Secretary

Date Notice Removed

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

NOTICE

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

NOTICE OF ASSISTANCE AT PUBLIC MEETINGS: The Prosper Town Council meetings are wheelchair accessible. For special services or assistance, please contact the Town Secretary's Office at (972) 569-1073 at least 48 hours prior to the meeting time.



MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, March 25, 2025

Call to Order/ Roll Call.

The meeting was called to order at 5:31 p.m.

Council Members Present:

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

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
David Hoover, Development Services Director
Dan Baker, Parks and Recreation Director
Chris Landrum, Finance Director
Ryan Patterson, Assistant Finance Director
Colin Asby, Budget Officer and Grants Administrator
Marcus Northcutt, Accounting Manager
Ivonne Ruiz, Accounts Payable Specialist
Ashley Fanning, Senior Accountant – Capital Projects
Abigail Simes, Help Desk Technician I
Hulon Webb, Engineering Director
Pete Anaya, Assistant Director of Engineering – Capital Projects
Todd Rice, Communications Director
Scott Brewer, Assistant Police Chief

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

The Town Council recessed into Executive Session at 5:32 p.m.

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

The Town Council reconvened into Regular Session at 6:18 p.m.

No action was taken.

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

Jeremy Meister with Gateway Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were led by Venkat Megavarnan and Scouts from Troop 365.

Announcements of recent and upcoming events.

Councilmember Kern made the following announcements:

Join the Journey of 1,000 miles competition between Prosper and the City of Little Elm. Sign up for spring season of the Mayor's Fitness Challenge and track your steps walked each day through April 20. For additional details including how to submit your tracking sheets, visit: prosper.tx.gov/mayorsfitnesschallenge.

The annual Prosper Spring Cleanup is scheduled for Saturday, March 29, from 8 a.m. to 12 p.m. at Town Hall. Residents will have an opportunity to dispose of various items. To enter the event, please be prepared to show your utility bill and valid driver's license. Visit the Town's website for more information, including a list of acceptable items.

Join us for a day of fun, food and festivities at the Downtown Block Party on Saturday, April 5 in the heart of Downtown Prosper at 116 W. Broadway St., Prosper, TX 75078. Live music begins at 5:00 p.m. There will also be food trucks, local vendors and exciting activities for all ages. The event is free, but RSVPs are requested by visiting the Town's website and clicking on the event.

Mayor Bristol announced a news story which aired on WFAA on Prosper's growth.

Presentations.

1. **Recognition to member of Scout Troop 365 on receiving their Eagle Scout designation. (MLS)**

Mayor Bristol presented a certificate and letter of recognition to Venkat Megavarnan for earning his Eagle Scout designation.

CONSENT AGENDA:

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

2. **Consider and act upon the minutes of the March 11, 2025, Town Council Regular meeting. (MLS)**
3. **Consider and act upon approving the purchase of two (2) Force z23slt EFI - Laser Ready with Tweels Infield Groomers from GLK Turf Solutions for infield maintenance for \$73,290. (DB)**
4. **Consider and act upon approving the purchase of three (3) Husqvarna Automower Robotic Lawn Mowers from Turf and Soil Management, LLC (T&S) for \$93,936. (DB)**
5. **Consider and act upon approving Resolution 2025-11 adopting the 2025 Dallas North Tollway Frontage Area – Visionary Strategy. (MC)**
6. **Consider an act upon a Professional Services Agreement with the Catalyst Group for consulting services to implement the 2025 Dallas North Tollway Frontage Area – Visionary Strategy for \$117,000. (MC)**

7. **Consider and act upon authorizing the Town Manager to execute a Professional Engineering Services Agreement between Garver, LLC, and the Town of Prosper, Texas, related to the design of the West Gorgeous Road (McKinley Street – Coleman Street) project for \$222,996. (PA)**
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 Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans. (DH)**

Deputy Mayor Pro-Tem Bartley pulled item 8.

Councilmember Hodges made a motion to approve consent agenda items 2 through 7. Councilmember Kern seconded the motion. Motion carried unanimously.

Regarding item 8, Deputy Mayor Pro-Tem Bartley asked for information regarding the Planning and Zoning Commission concerns expressed for the La Cima Crossing Site Plan. Mr. Hoover commented on their concerns, which included traffic. The residential concern was the zoning, which the plan is approved by right with the current zoning. The Planning and Zoning Commission also approved with the condition that a Traffic Impact Analysis be done before the construction and opening of the facility.

The Town Council further discussed concerns about 18-wheeler traffic and not having a hourly restriction, parking, and amount of restaurant use. Mr. Hoover indicated that these concerns would be addressed within the Traffic Impact Analysis study.

Deputy Mayor Pro-Tem Bartley made a motion to approve item 8 with the recommendation by P&Z Commission for the Traffic Impact Analysis. Mayor Pro-Tem Ray seconded the motion. Motion carried unanimously.

CITIZEN COMMENTS

No comments were made.

Items for Individual Consideration:

9. **Consider and act upon Resolution 2025-12 accepting the Independent Audit Report, Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024, and Single Audit Report Related to Grant Activities Under Uniform Guidance, as audited by Weaver and Tidwell LLP, Certified Public Accountants. (RBS)**

Mayor Bristol announced the Finance Subcommittee has reviewed and approved the auditors' report as it is being presented.

Mr. Scott presented the report noting that the overall financial position of the Town is good, milestones that were reached for the year, financial impacts, the numerous items that are being implemented by the Finance Department, and the major items of emphasis in the upcoming fiscal year budgeting process. Staff recommends approval.

Councilmember Kern and Mayor Pro-Tem Ray noted their thanks and appreciation to the members of the Finance Team.

Mayor Bristol noted the achievement of receiving the GFOA Award for the thirteenth consecutive year.

Councilmember Kern made a motion to approve Resolution 2025-12 accepting the Independent Audit Report, Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024, and Single Audit Report Related to Grant Activities Under Uniform Guidance, as audited by Weaver and Tidwell LLP, Certified Public Accountants. Deputy Mayor Pro-Tem Bartley seconded the motion. Motion carried unanimously.

Mayor Bristol stated he would like to move item 11 up next for consideration.

11. Conduct a Public Hearing and consider and act upon a request for a Specific Use Permit for a Drive-Through Restaurant on Frontier Retail Center Revised, Block A, Lots 1-2, on 2.8± acres, located on the east side of Dallas Parkway and 800± feet south of Frontier Parkway. (ZONE-24-0021) (DH)

Mr. Hoover stated the purpose of the request is to construct a drive-through restaurant, a patio, and associated parking spaces. He noted that the proposed plan does not comply with the Town's Zoning Ordinance for stacking/drive-through lanes. However, enhanced landscaping that is proposed appears to follow the intent of the ordinance to hide and/or screen the drive through. The applicant is requesting the Specific Use Permit on condition that the stacking/drive-through lanes be allowed to be placed between the building and adjacent public right-of-way. Notices were sent out with no responses. The Planning and Zoning Commission unanimously recommended approval. Staff recommend denial due to non-compliance; however, based on comments listed regarding the enhanced landscaping, as depicted does appear to generally follow the intent of the ordinance amendments.

Deputy Mayor Pro-Tem Bartley asked if the landscape easement by the tollway need to have a berm. Mr. Hoover replied no.

Priya Acharya with Weir and Associates and applicant representing Chick-fil-A presented the layout of the drive-through stacking lanes, building facades, and the proposed landscaping plan.

The Town Council asked about the route the delivery trucks would be traveling and for that to be considered as part of the plan.

Mayor Bristol opened the public hearing.

Matt Moore, 301 S. Coleman, Prosper, representing DNT Frontier, LP, which is the master developer for the HEB center project. HEB supports the proposed layout, which will keep traffic from crowding the main arterial roads

Mayor Bristol closed the public hearing.

The Town Council expressed their appreciation for their efforts on the landscaping and mitigating traffic concerns.

Mayor Pro-Tem Ray made a motion to approve a request for a Specific Use Permit for a Drive-Through Restaurant on Frontier Retail Center Revised, Block A, Lots 1-2, on 2.8± acres, located on the east side of Dallas Parkway and 800± feet south of Frontier Parkway. Councilmember Andres seconded the motion. Motion carried unanimously.

10. Consider and act upon authoring the Town Manager to execute an agreement for additional equipment and services from Flock Inc. to include the expansion of the Drone as First Responder (DFR) program for \$307,133. (DK)

Chief Kowalski introduced the item and staff.

Assistant Chief Brewer presented the item providing a recap of phase one of the DFR program and what would be encompassed as part of phase two including increased coverage area, impact on department operations and staffing. If approved, the expansion allows for 100% DFR coverage for the Town's jurisdiction and flight operations without visual overserves. The cost of the expansion will be funded through a grant with an 80/20 split. Staff is recommending approval.

Mayor Pro-Tem Ray made a motion to approve authoring the Town Manager to execute an agreement for additional equipment and services from Flock Inc. to include the expansion of the Drone as First Responder (DFR) program for \$307,133. Deputy Mayor Pro-Tem Bartley seconded the motion. Motion carried unanimously.

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

Finance Subcommittee: Mayor Bristol noted that all items were approved in the agenda including the approval of the ACFR and the Single Audit Report.

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.

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

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

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

The Town Council recessed into Executive Session at 7:48 p.m.

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

The Town Council reconvened into Regular Session at 10:39 p.m.

No action was taken.

Adjourn.

The meeting was adjourned at 10:39 p.m.

These minutes were approved on the 8th day of April 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



PUBLIC WORKS

To: Mayor and Town Council

From: Carrie Jones, Director of Public Works

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

Re: Purchase of Two Modular Buildings

Town Council Meeting – April 8, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of two (2) modular buildings for the temporary use in Public Works with Boxx Modular through TIPS Contract Number 230902 in the amount of \$712,224.

Description of Agenda Item:

The Public Works Department currently operates from three modular buildings of varying sizes and ages. Two of these buildings are in poor condition and require replacement until a permanent facility is built. Staff have explored several options for an efficient, cost-effective replacement that maintains the required functionality. After internal discussions and consultations with multiple vendors, Boxx Modular's proposal emerged as the best solution to meet all of the department's needs.

The two buildings being replaced cover a combined area of approximately 6,700 square feet. Boxx Modular's proposal includes two new buildings totaling around 6,000 square feet. These modular units will be delivered within weeks of purchase and installed shortly after. Staff plan to remain in these temporary buildings until the completion of the new Public Works and Parks Service Center, expected in late 2026.

Budget Impact:

The funding for this purchase will come from undedicated capital interest earnings.

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. Boxx Modular Proposal
2. Modular A Specification
3. Modular B Specification
4. Modular D Specification

Town Staff Recommendation:

Town Staff recommends that the Town Council authorize the purchase of two (2) modular buildings for the temporary use within Public Works from Boxx Modular through TIPS Contract Number 230902 in the amount of \$712,224.

Proposed Motion:

I move to authorize the purchase of two (2) modular buildings for the temporary use within Public Works from Boxx Modular through TIPS Contract Number 230902 in the amount of \$712,224.

This proposal is valid for 10 calendar days

modular project PROPOSAL

March 19, 2025

BOXX Project: Q-84219



Town of Prosper New Purchase- 48x56 and 60x56 offices



TIPS CONTRACT: **230902** Exp. Date: 11/30/2025
Permanent Modular Buildings

Prosper, Texas

BOXX Modular, Inc. (Corporate Office)
3475 High River Road | Fort Worth, TX | 76155

(877) 966-7839 | BOXXModular.com | ussales@boxxmodular.com



Sale Price Detail

This proposal is valid for 10 calendar days

TIPS CONTRACT: 230902

BASE PRICE

Scope of Work Description

New 48x56 Modular Office

New 60x56 Modular Office

Standard Delivery

Standard Set Up (Block/Level/Anchor)

Skirting to Match Siding

Amount (usd)

*Base Price Total: **\$689,049**

OPTIONS

Initials = Selected Option Description

Amount (usd)

Pressure Treated Access Ramp/Steps—
618 Square Feet at \$37.5 per SF

\$23,175

Main Doors (2)

- 8x5 landing / 5x5 steps / 4x36 ramp/ 5x10 Switchback

2nd doors (2)

- 5x5 landing / 5x5 steps

PROJECT DESCRIPTION DETAIL

The quote is for new 48x56 and 60x56 modular buildings. Standard installation includes block/level/anchor/skirt with set height not to exceed 36". Buildings to be set with CMU blocks on ABS pads on customer provided pad or foundation.

Installation rates are based on standard wages. If Prevailing wages or Davis Bacon wages are required, please provide wage sheet to re-quote installation.

No site-specific safety training or certifications included in cost.



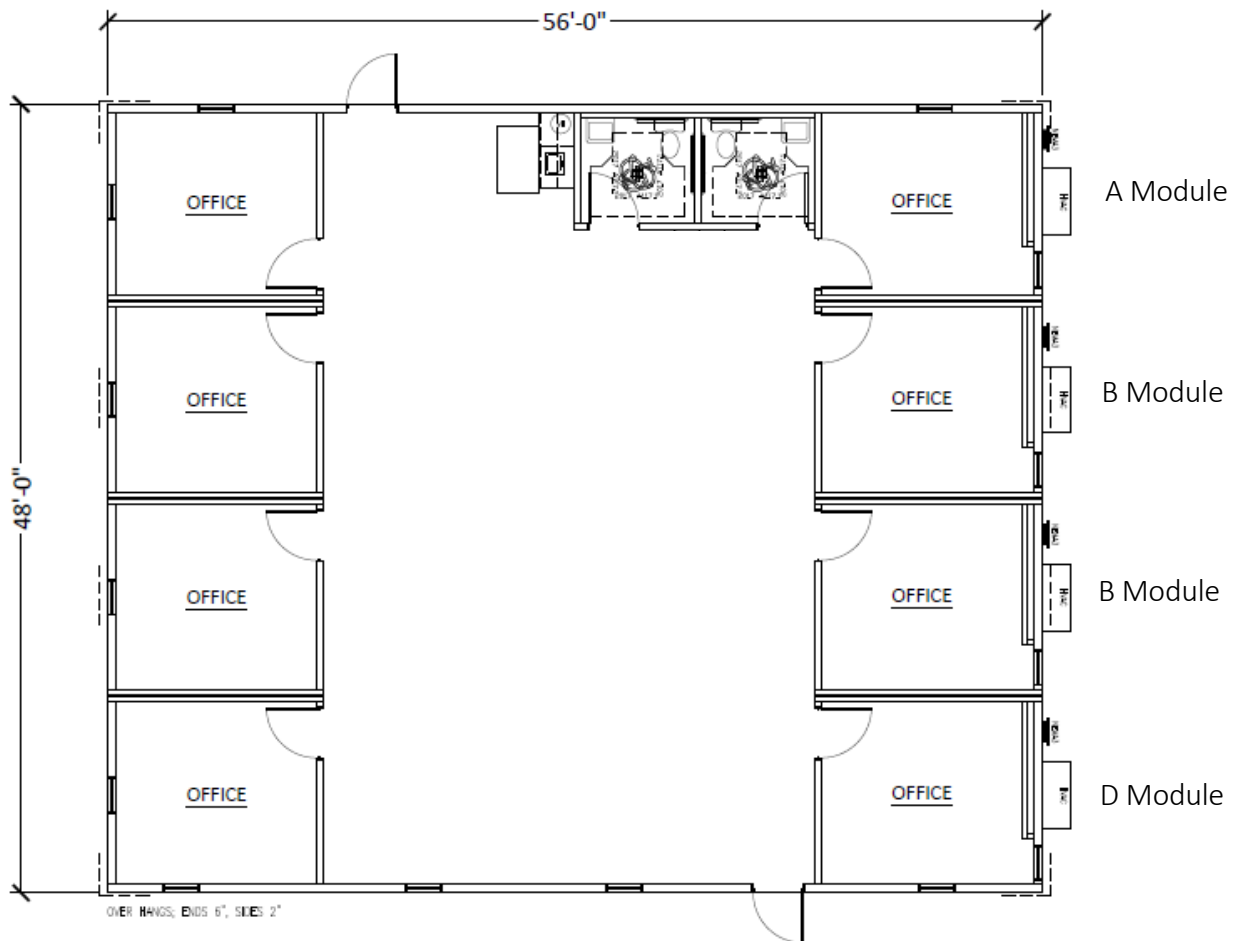
Pricing excludes all applicable taxes. Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". BOXX Modular's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval. Pricing is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.

Initials: _____

[illegible]

Initials: _____

48x56 Modular Complex



*SEE EXHIBITS FOR MODULE SPECIFICATIONS

Initials: _____

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 1 : GENERAL CONDITIONS					
	1011	Performance Bonds			X
	1040	Building Permits/License		X	
	1500	Temporary Heat/Lighting			X
		Portable Toilets		X	
		Temporary Water & Power			X
	1502	Site Cleanup BOXX/Dumpster BY OWNER	X	X	
	1700	Closeout/Acceptance	X		
	1900	Miscellaneous			
		Taxes		X	
		Prevailing Wage Scale (Davis-Bacon)			X
		Safety and Security Access Requirements For Workers		X	
		Project Terms of Payment	X		
		Invoicing Procedure	X		
DIVISION 2 : SITE WORK					
	2000	Site Work		X	
		Accessibility		X	
		Stake Site/Building Location		X	
	2160	Excavation & Grading		X	
		Spoilage Disposal		X	
		Erosion Control		X	
	2660	Final Connection of Domestic Water To Building		X	
	2740	Final Connection of Sewer To Building (including manifolds in crawlspace)		X	
	2900	Landscaping / Fine Grading		X	
		Seeding		X	
		Restoration		X	
DIVISION 3 : Concrete (SITE ONLY)					
	3300	Foundations		X	
DIVISION 5 : Metals (SITE ONLY)					
	5000	Decks/Landings/Ramps (Engineered Aluminum)			X
DIVISION 6 : WOOD & PLASTIC (SITE ONLY)					
	6670	Decks/Landings (Pressure Treated Wood) IF SELECTED	X		
DIVISION 9 : FINISHES (SITE ONLY)					
	9650	VCT Flooring with carpet bar	X		
	9680	Carpeting with / without carpet bar			X

Initials: _____

Delineation of Responsibilities

Division	Sub	Description	BOXX	Owner	NA
DIVISION 10 : SPECIALTIES (SITE ONLY)					
	10100	Marker/Chalk/Tack Boards			X
	10425	Signage/Braille		X	
	10520	Fire Extinguishers		X	
	10532	Awnings			X
	10800	Toilet Accessories		X	
DIVISION 13 : BUILDING (MODULAR BUILDING)					
	13121	Delivery Of Modular Units To Site Including Transp. Permits	X		
	13122	Piers	X		
		Dry-Stack Block/Steel Piers On ABS Pads	X		
		Surface Bond Dry Stack			X
	13123	Set-up			
		Structurally Connect Modular Floors & Roofs	X		
		Remove Hitches (Store Under Bldg. If stored in different location, may be an additional cost)	X		
	13125	Trim Out Exterior & Interior Walls/ Ceiling/Floors/Adjust Doors	X		
	13126	Anchor Modular Units Per Design Criteria	X		
	13127	Metal Skirting (Frame, Venting Included)	X		
	13128	Roof Seaming	X		
	13151	Site Construct Connector Corridors			X
DIVISION 16 : ELECTRICAL (SITE ONLY)					
	16410	Connect Electrical Service From Site to Modular Subpanels		X	
		Main Disconnect For Modular Building Connection		X	
		Supply and Install MDP		X	
	16610	Fire / Smoke Alarm Systems		X	
	16620	Security Intrusion System		X	
	16740	Clocks/Bells			X
	16750	Communication Systems in Modular		X	
		Tap & Extend Existing Comm Service To Site		X	
		Final Connection of Comm System in Modular		X	
	16770	Data Systems in Modular		X	
		Tap & Extend Existing Data Service To Site		X	
		Final Connection of Data System in Modular		X	

Initials: _____

This proposal is valid for 10 calendar days

TIMELINE

Estimated Completion

Day 1

2-3 weeks

2 weeks

1 week

Milestone Description

Executed contract and down payment received

Transport lead time

Building set up and trim out

Build decks/ramps- Final punch

SCHEDULE NOTES

Additional Information

Schedule subject to building availability and transport/set up schedule at time of execution. Will expedite if possible.

Initials: _____

Terms & Exclusions

Terms

1.	Unless otherwise specified, Proposal is valid for 10 calendar days from the "Proposal Date". Building costs and production schedules change daily. At expiration of validity period Price and Delivery are subject to change without notice until Proposer accepts Order.
2.	BOXX's willingness to enter into a contract at the price and/or terms of payment proposed is contingent upon satisfactory credit review and approval
3.	Proposal pricing and project schedule is based on acceptance of BOXX's standard contract terms and conditions, along with timely receipt of any contractually required down payment.
4.	Any Project Schedule provided with the Proposal is an estimate. Project Schedule will be confirmed at or around the time of Award, and may be subject to change orders throughout the Project.
5.	Unless otherwise agreed in writing, BOXX will not accept any Liquidated or other damages for delays.
6.	Prior to start of its Work, BOXX shall provide a proper Certificate of Liability Insurance and Worker's Compensation. Unless otherwise agreed in writing, "All Risk" and other special insurance is not provided by BOXX. As of the time of Substantial Completion, or as otherwise agreed, Buyer shall be responsible to insure the building(s), providing insurance coverage in the types and limits as may be required by the contract to adequately protect the interests of all applicable parties.
7.	Buyer is responsible for all applicable taxes. Proposal Price does not include sales, use, or personal property taxes, except as may be additionally described. Customer is responsible for paying a personal property fee of eight percent (8%) of the monthly rent (or lease) payment to BOXX.
8.	Unless otherwise agreed in advance as a condition of the Contract, price assumes the use of non-union labor at non-prevailing wages. Any requirement for the payment of prevailing wages or the use of union labor will result in additional charges.
9.	BOXX will take reasonable protective precautions to avoid damage to property and equipment. BOXX will not accept responsibility for damage caused to paved or unpaved surfaces due to weight of heavy equipment.
10.	TITLE – BOXX Modular, Inc. will retain title to the work until such time that they have been paid in full for the delivery, installation and either direct sale or receipt of all amounts due to complete the finance lease of the building(s). BOXX does not waive its rights to retain title and/or to place a lien or claim against the Owner/Buyer/Lessee if it becomes reasonably necessary in order to protect BOXX's interests.
11.	INDEMNIFICATION – BOXX Modular, Inc. will indemnify Owner/Buyer/Lessee to the extent that they are legally responsible and permitted by BOXX's insurance carrier.
12.	START AND COMPLETION DATES - The contract Start Date shall be upon receipt of award and an executed contract. Barring any unforeseen delays, The Completion Date will be in accordance with bid specifications and the attached Schedule (to be confirmed upon receipt of award). BOXX is not responsible for any delays or damages beyond its control including material shortages, strikes or union activity, fire, acts of God, freight embargoes, acts of war or terrorism, delays by regulatory or permit authorities, delays by the Owner or Architect or any employed by them, or any cause of delay beyond the control of BOXX. In no event shall BOXX be responsible for consequential or actual damages.
13.	Labor will be non-union at non-prevailing wages unless required by contract

Exclusions

X = Excluded	
X	1. Impact fees
X	2. All applicable taxes (sales, property & use)
X	3. Bonding
X	4. Special insurance
X	5. Cranes and additional spotting apparatus
X	6. Fire suppression system
X	7. Site security (unless otherwise stated)
X	8. Landscaping, irrigation, paving, walkways, curbing, and site restoration
X	9. Tap fees and lift station (if required)
X	10. Exterior fire rating
X	11. Architect and engineering fees
X	12. Rock removal
X	13. Off-site spoilage removal
X	14. Site utilities and connections to modular building – includes electric, gas, water, and sewer or septic
X	15. Communications services and connection – including but not limited to telephone, data, intercom, intrusion alarm, smoke & fire alarm
X	16. Lightning protection
X	17. Temporary access roads and walkways
X	18. Removal, repair, and/or replacement of obstructing fences, walls or gates
X	19. Temporary electric and water (contractor will supply power source for own tools and equipment)
X	20. Portable toilets
X	21. Laboratory and field testing of materials
X	22. Dedicated full-time site supervisory personnel (foreman will supervise work unless other provisions are required per the contract)
X	23. Costs associated with easement(s)

Initials: _____

Site Requirements

Site Requirements

<i>X = Applicable</i>	
X	1. No provisions allowed for obstructions below grade. If encountered, they would be a change order to the contract at an additional charge
X	2. The site must be level, dewatered, and accessible by truck with adequate turning radius and clearance from road to the site for delivery
X	3. Assumes site with 2,500 psf soil bearing capacity, bearing tests to be provided by Customer
X	4. All site plans and surveys to be provided by Customer
X	5. All underground utilities are to be clearly marked and flagged
X	6. Customer is responsible for obtaining and the cost of all permits, licenses, and Certificate of Occupancy
X	7. Due to volatility in fuel prices delivery charges are subject to a fuel surcharge.
X	8. Staging area adjacent to installation site, including any site improvements required to make it usable, by Customer
X	9. Where applicable, wheels and axles will remain on module(s), but may be removed and stored under for an additional fee
X	10. Site preparation by Customer
	11. Building removal, return delivery, and site restoration will be billed at prevailing rates at time of return
X	12. Main electrical service to building panels by Customer
X	13. Customer is solely responsible to inform BOXX Modular if site location is in a flood or fire zone
X	14. Customer is responsible for building maintenance

Initials: _____

Important Clarifications

Important Clarifications

Typical standard building sealed plans will include a cover page with notes/codes/calculations, floor plan with dimensions/electrical/plumbing/ mechanical on same page, typical elevation (NOT job specific), and a standard typical cross section (NOT job specific and may have actual roof designed truss attached). Any additional detail needed on sealed prints, other than what is typically provided will result in additional charges.

Does not include site specific foundation drawings that may be needed for permitting.

Standard installation assumes clear access and level site.

Typical blocking & tie down plans are non-site-specific using ABS pads and single dry stacked CMU blocks.

Customer is responsible for removing any vegetation under footprint of building install.

Customer is responsible for meeting any local codes for underpinning ventilation.

Standard set height is no more than three (8"x8"x16") blocks high or 40" finished floor height. Greater than 40" due to site conditions will require double stacking not to exceed 60" finished floor height. High set will require a change order for additional cost.

Deck/step/ramp is using treated lumber and provided as an estimate. Actual cost to be determined by final design @ \$37.50 per SF.

Pricing is subject to change based on Site Inspection by BOXX for access and staging

Standard payment terms are Net 30. Sales invoicing will be 25% down, 65% prior to delivery and 10% at substantial completion pending credit approval.

Safety Training, Background Checks, Badging Requirements, and any additional unlisted requirements not included.

If units to be power washed/painted after arriving on site, it will be at an additional cost

Warranty starts at the time of building completion at factory. Warranty Note - Bard HVAC warranty will not cover the unit if it is ran on a generator.

Schedule based on the current availability of units ready to deliver. If not available at time of execution we can fabricate new buildings with a longer lead time.

Initials: _____

MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
NEW	12x56 Multi Plex	TX-Multi	(A) Complex Restroom/Office Module

SPECIFICATIONS

Qty	Description	Color/Location
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Specifications

Floor Loads Business Occupancy
100 lb. Live Load (Corridor) 50 lb Live Load (Offices) and 2,000 lb.
concentrated load over 30" x 30" areas

Destination:
Stock

Chassis

12" I-Beams (M12x10)

Hitches are detachable

New tires

New Tires are Provided - Drivers are responsible for spares

Axle quantity will be calculated as required

(2) Brake & (2) Id

56.00 Special Items

Frames are 11'-9" wide ***I-beams spacing is 99.5" O.C.***

Special Instructions for Purchasing/Production

Carriage bolts on ALL-4-CORNERS ***

Floor Section

Standard bottom board material

2"x8" Floor joist @ 16" O.C. (12' Wide Modules)

2'x8" Pressure Treated Double Perimeter Joist

KDAT (Outside rim rail full perimeter)

{Galvanized Fasters are to be Utilized}

3/4" Floor sheathing/decking

Floor decking held back 2.5"

(at mate-line where applicable)

672.00

VCT {Armstrong brand} Installed per the print
(Hold Tile Back 5" each Side of the Mate-Line) -- { *** checkerboard
& 50% offset ***} The first piece of VCT is to be 11.5 Inches in lieu
of 12, Started at the hitch end. (See Catalog)

Cool White 51899

Initials: _____

Qty	Description	Color/Location
Floor Section		
1.00	Special Item: Door entry areas to have 4' x 4' 3/4 " treated plywood @ Exterior Door	
1.00	Special Item: Moist stop brick flashing at the full perimeter of exterior 12" up from the bottom of the perimeter rail (See RFQ drawing / Justin for details)	
Wall Section		
76.00	2"x4" Interior wall height: 8'-6" **102" Interior wall height** Int. cross walls & double mate-lines are built so they can be removed (108. inches support post integrated into these walls per the print) and (Top late of the wall will be below the T-Grid trimmed with battens) (1-plate). {Unless otherwise noted, interior walls will be constructed with #2 2x4 studs 16"o.c. with single 2x4 top and bottom plates} 2x6 Exterior wall height 8'-6" *** 102. inch Side Wall *** *** Inset mate-line walls to allow gypsum to be flush. Gypsum in lieu of Plywood. {Double top-plate on exterior walls, as required} 2"x6" Exterior end walls full height End walls height 126 inches / ridge beam recessed into the end walls. Interior trim package: standard battens ****1.5 inch battens @ wall seams and around windows with 3 inch flex-battens at inside & outside corners and 1.5 inch horizontal batten at top of the walls. **** {Unless otherwise noted} 1/2" VCG (Vinyl covered gypsum) / recess walls as required}	Hampton Gray
224.00	FRP 48" wainscot laid-up on gypsum (Class "C") *** FRP wall panel *** -- 4' Wainscot in the Restrooms (FRP Color is White) FRP = Fiberglass Reinforced Panels will be installed over raw gypsum and include vinyl base coving}	White
156.00	4" VCB {Vinyl Cove Base} ***Continuous type vinyl cove base to minimize joints***	CB67 Dove Gray

Initials: _____

Qty	Description	Color/Location
Wall Section		
2.00	Support columns as required 102 inch support columns are on each side of the removable walls and cover with VCG - to appear as part of the wall {Includes additional floor joist underneath column studs as required} Vertical tie-down straps are on all four corners {Please note that Vertical tie-down straps are located on all four corners these are four up-lift and overturning resistance}	
1.00	Special Items: *** Window openings are @ 34 Inches AFF ***	
1.00	Special Items: Please note that restroom walls are NOT full height	
12.00	Special Items: Plenum Wall per the print (Standard 12")	
4.00	Special Items: Windows are cased out with VCP and molded out with E-Plex style trim painted gray (See catalog)	
1.00	Special Items: Blocking in walls for restroom grab bars per the print.	
1.00	Special Items: HVAC Opening is to be located so that the bottom of the HVAC unit is 41 AFF	
1.00	Special Items: **** Total module height at end wall: {134.75 inches} from bottom of 2x8 floor joist to top of end wall (not including chassis or OSB sheathing or raised mate-line 2x angle) (Note ridge beams are recessed 17 inches).	
1.00	Special Items: **** Total module height at center of module (28 feet): {142 inches} from bottom of 2x8 floor joist to top of roof truss (not including chassis or OSB sheathing or raised mate-line 2x angle). Special Instructions: For Purchasing/Production See BOXX-plex catalog photos for interior trim details. 1.5" outside & 1" inside / cased with VCG	

Initials: _____

Qty	Description	Color/Location
<u>Roof/Ceiling Section</u>		
56.00	4-Layer 24" ridge-beam construction: (Or Engineered Truss) (4) 3" Holes are bored into the mate-beams for data cross-overs and (1) 6" x 6" painted square on mate-beams 30" from end opposite from the hitch - Standard Wood ridge beam in lieu of engineered mate line truss. painted 6"x6" square will have a note below that says 5" diameter hole may be drilled at this location {This beam will be constructed from 4-layers of 3/4" structural grade plywood installed as required and fastened as per approved fastening schedule}	
1.00	Special Item: *** 2 x 3 ledger installed on ridge beam to create roof slope and terminate T-Grid ceiling. QC staff to verify 2x3 ledger is installed correctly. ***	
24.00	End projection: 6" roof over-hang See Detail on Sheet No D02.1 of Plans Attic ventilation per code None is Required	
1.00	Special Item: EPDM at the exterior wall is installed J-rail mini gutter termination bar Side-wall type hurricane straps {Please note that if foundation drawings or calculations are provided, these will be figured for frame ties in lieu of side-wall tie-down straps} Special instructions for Purchasing/Production The four 3" holes to be drilled into the ridge-beam are located per the sealed prints at 6'-3" to center from front and rear end of the ridge-beam & 20' to center from front and rear end of the ridge-beam. Special instructions for Purchasing/Production ALL roof vent-pipes are primed and flashed as per the BOXX-plex catalog photos.	

Plumbing Section

- | | |
|------|--|
| 2.00 | Restroom description: Single station handicap RR |
| 2.00 | Standard lavatory (wall mount type) |
| 2.00 | Handicap sink protection - sock for P-trap |

Initials: _____

Qty	Description	Color/Location
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Plumbing Section

- 2.00 Water closet type: HC accessible w/ std. grab bars
*** Single roll toilet paper dispenser ***
{Includes a vertical grab bar}
- 1.00 6 gallon water heater

Drain/waste lines are PVC
3 inch VTR (Schedule 40)
- 1.00 Supply Lines are PEX
Supply lines will be sized as required *** All hot water lines to be insulated ***
- 1.00 Rough-in plumbing for a refrigerator icemaker
{Unless otherwise noted, all appliances are by others.}
- 2.00 Floor drain (VCT) w/ trap guard
- 1.00 Special item:
Rough-in plumbing for future installed H-Lo water cooler - Plumbing concealed in the wall *** No access from factory ***

Electrical Section

- 1.00 125 AMP Exterior panel box
*** Eaton Brand Panel Box *** (Exterior panel box with exterior rated electrical conduit to HVAC per photo in BOXX-plex catalog) Panel box is mounted 19" above the top of the bottom trim & 23" from the corner
- 5.00 2'x4' Standard "T-grid type" LED lights
Flat Panel / (All light fixtures are supported at all four corners with wire).
- 2.00 2'x2' Standard "T-grid type" LED lights
- 1.00 Standard 60 watt porch light with photo cell
- 5.00 Wall Mounted Occupancy Sensor
Occupancy sensor
{Intermatic # LOSDOVI}

Initials: _____

Qty	Description	Color/Location
<u>Electrical Section</u>		
1.00	Combo dual head emergency light/exit sign (Must be L.E.D. see BOXX-plex catalog photo) {Quantity is shown budgeted, actual quantity will be as required after review and per final approved customer drawing}	
1.00	Exterior emergency light remote heads as required (Remote-head must be L.E.D.) {Exterior type to match porch lights}	
5.00	2"x4" junction box with 3/4" conduit (standard) **with pull strings** {These junction boxes will be stubbed-up into the attic cavity for T-grid unless otherwise instructed by the customer; all boxes & conduit are empty, all wiring & devices for monitoring, alarms & security are entirely by others} 110 Volt receptacles @ approximately 12' O.C. (Receptacles are to be located at 15" AFF to the bottom of the box) {Standard}	
1.00	Receptacles Type: 120 Volt 20 Amperage {Standard 120-volt AC 20 Amperage duplex receptacles} Receptacles / Switches / Covers are white (Switches are to be located at 46" AFF to the bottom of the box)	
3.00	GFI receptacles as required (see print) {GFI= Ground Fault Interrupter}	
1.00	Exterior use GFI w/ weather proof cover {In use type with exterior rated GFI receptacle}	
1.00	Duplex 120 Volt dedicated receptacle	
1.00	Heat tape receptacle (Local to water inlet) {Underneath the floor, per the print. ANY & ALL heat tape is entirely by others}	
	Race-way: M.C. cable wiring	
2.00	Special item: 100 CFM exhaust fan (fan only no light) *** To Exhaust out side wall with standard attic vent louver . ***	

Initials: _____

Qty	Description	Color/Location
<u>Electrical Section</u>		
1.00	Special item: Switch And recept for garbage disposal	
2.00	Special item: Interior-wall Power Connection - 4" x 4" (120 VAC-20Amp) Powered J-Box Above T-Grid to allow the interior walls to be removed	
2.00	Special item: Powered J-box - 2" x 4" (120 VAC-20Amp) above T-Grid for future use (Per the print)	
2.00	Special item: Empty J-box - 4" x 4" (with ¾ EMT conduit ran back to the panel box) above T-Grid for future use (Per the print)	
	Special instruction for Purchasing/Production Plumbing inlet is grounded to the frame.	
<u>HVAC Section</u>		
1.00	3 Ton wall-mounted unit w/ 10kw heat strip ***10 kw in lieu of 5kw *** 11EER *** HVAC is mounted 41 in AFF and - 3/4" drain hose is to be extended to 4" below frame header same as E-plex (HVAC units are Tan)	Beige
1.00	Special item: Aluminum flashing above the HVAC unit (puddy tape on the backside edge and edge touching the HVAC unit)	
50.00	Linear feet of fiberglass supply duct with grilles	
40.00	Linear feet of fiberglass return duct w/ grilles Return air transfer grilles {Oversized as needed}	
1.00	7-day Programmable T-stat (HVAC) (Honeywell Home Pro / 4000 Series Part# TH411OU2005/U) (See BOXX-plex catalog for photo)	
9.00	2'x2' Return air grilles for T-grid ceiling Used for both S/A and R/A Grilles	
12.00	Special items: 12" Plenum 18" including ext wall	

Initials: _____

Cabinets & Furnishings

- 4.00 Linear foot of "white" base cabinets
White in lieu of Oak With Dove Gray Tops
{Includes countertop}
- 4.00 Linear foot of "white" overhead cabinets
{Includes fixed center shelf}
- 1.00 25"x22" Bar sink with gooseneck faucet

Exterior Section

- Smart Panel siding (singlewide)
*** Smart Panel siding held-up from bottom of rim joist With Filler
below siding to allow for 2" space for skirting behind trim *** (Bottom
Trim is 5.5 inch installed flush with rim joist per standard installation.
Body Antique Linen with Black Trim
- 80.00 Smart Panel siding mansard
Mansard trim is 3-1/2" Mansard trim is installed at 101.75 inches from
the top of the bottom trim and the top of the mansard trim Mansard
Body Dark Red with Black Trim
- Sheathing installed as per applicable requirements
7/16 OSB in lieu of 1/2 plywood End Walls Only
- Standard house wrap installed 100%
{All wrap installed right side up & in a shingled fashion}
- 80.00 Special item:
EPDM at the exterior wall is installed J-rail mini gutter termination bar
- 1.00 Special item:
*** See Catalog details for exact trim locations and sizes ***
- 1.00 Special item:
Windows & Doors installed and flashed per the customers details
(window & door trim is installed in a shingled fashion with the top trim
extending past the side trim 1/2" on each side, the side trim is to extend
down past the bottom trim by 1" one each side

Initials: _____

Qty	Description	Color/Location
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Exterior Section

- | | | |
|------|---|--|
| 1.00 | Special item:
(See BOXX -plex catalog for full details) Building Body & Mansard Body Painted - - BOXX Modular Color (includes the building corners & the trim between the mansard & body) (mini gutter over windows & doors is painted to match the building body). | |
| 1.00 | Special item:
(See BOXX-plex catalog for full details) Building Trim Painted - - BOXX Modular Color (Includes the building bottom trim, mansard top trim, all windows and door trim) | |
| 4.00 | Special item:
***Note: 12" wide metal flashing @ each corner of the module, from top of roof to bottom of the rim rail. ***

Special instructions for Purchasing/Production
*** See sealed plans for Exterior trim details *** Top trim/fascia is 7.25" and lower mansard trim is 3.5" / Bottom trim is 5.5" / Window trim is 3.5" / Exterior door trim is 3.5"

Special instructions for Purchasing/Production
Trim hold-backs are mitered

Special instructions for Purchasing/Production
Z BAR at top of siding is 1-7/8 x 3/8 x 1-7/8 inches

Special instructions for Purchasing/Production
ALL roof vent-pipes are primed and flashed as per the BOXX-plex catalog photos.

Special instructions for Purchasing/Production
Raised Mate-line: A 2x4 cut on an angle (tapered) from 1.5 inches to 0 inches to create a raised mate-line is installed the full length of every mate-line (this is utilized in lieu of our standard belt rail). | |

Windows Section

- | | | |
|------|--|--|
| 4.00 | 24x54 VS White vinyl frame & ins. glass
(In lieu of 24" x 52")See window trim detail in seald plans. 3 1/2" Trim. 1" overhangs on top trim. Side trim to extend 1" below bottom trim. Window trim Antique Linen
(Low E) | |
|------|--|--|

Initials: _____

Qty	Description	Color/Location
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Windows Section

- 1.00 Special item:
Windows & Doors installed and flashed per the customers details
(window & door trim is installed in a shingled fashion with the top trim
extending past the side trim ½" on each side, the side trim is to extend
down past the bottom trim by 1" one each side
- 4.00 Special item:
***Note: 4x8 sheet of commercial grade Thermo-Ply to be installed
from the top of module to the bottom of the rim rail at each window

Exterior Doors Section

- 1.00 36"x80" Steel door with 6"x30" vision panel
Factory Standard - BOXX Modular Color} -BOXX Modular Mini
gutter above door} 6" x 30" View Block In lieu of 7" x 22" Door
trim Antique Linen
- 1.00 Standard lever (Tell Grade 2 Keyed)
LC2681 Tell Lever and Dead Bolt Keyed Alike - Tell Brand Grade 2
- 1.00 Standard dead bolt
Keyed same as exterior door levers
- 1.00 Standard closer
Hydraulic Tell Closer 600 Series ***Closure is mounted on the door
with arm attached to the header-jamb ***
- 1.00 Special item:
Windows & Doors installed and flashed per the customers details
(window & door trim is installed in a shingled fashion with the top trim
extending past the side trim ½" on each side, the side trim is to extend
down past the bottom trim by 1" one each side

Insulation Section

- Exterior wall includes R-19 unfaced
(Requires 2" x 6" minimum exterior walls) {The noted insulation value
is only an estimate and is subject to change based on final
engineering}
- R-11 Interior wall sound reduction batts
(Located in the Restroom Walls Only)
{The noted insulation value is only an estimate and is subject to change
based on final engineering}
- Floor includes R-30 unfaced
In lieu of R-22
{The noted insulation value is only an estimate and is subject to change
based on final engineering}
- Roof includes R-38 unfaced
w/ Netting
{The noted insulation value is only an estimate and is subject to change
based on final engineering}

Initials: _____

Q-84219
March 18, 2025

B MODULE

Middle office module

modular project

Specifications

Item 3.

Qty	Description	Color/Location
<u>Specifications</u>		
	Floor Loads Business Occupancy 100 lb. Live Load (Corridor) 50 lb Live Load (Offices) and 2,000 lb. concentrated load over 30" x 30" areas	
	Destination: Stock	
<u>Chassis</u>		
56.00	11'-8" wide outrigger w/ 95.5" I-Beam spacing ***Frames are 11'-9" wide*** ***I-beams spacing is 99.5" O.C.*** Outriggers & Crossmembers spaced (As Required) 12" I-Beams (M12x10) Hitches are detachable New tires New Tires are Provided - Drivers are responsible for spares Axle quantity will be calculated as required (2) Brake & (2) Id Special Instructions for Purchasing/Production Carriage bolts on ALL-4-CORNERS ***	
<u>Floor Section</u>		
	Standard bottom board material 2"x8" Floor joist @ 16" O.C. (12' Wide Modules) 2'x8" Pressure Treated Double Perimeter Joist KDAT {Galvanized Fasters are to be Utilized} 3/4" Floor sheathing/decking Floor decking held back 2.5" (at mate-line where applicable)	
672.00	VCT {Armstrong brand} Installed per the print (Hold Tile Back 5" each Side of the Mate-Line) -- { *** checkerboard & 50% offset ***}	Cool White 51899

Initials: _____

Qty	Description	Color/Location
<u>Floor Section</u>		
1.00	Special Item: Moist stop brick flashing at the full perimeter of exterior 12" up from the bottom of the perimeter rail (See RFQ drawing / Justin for details)	
<u>Wall Section</u>		
72.00	2"x4" Interior wall height: 8'-6" **102" Interior wall height** Int. cross walls & double mate-lines are built so they can be removed (108. inches support post integrated into these walls per the print) and (Top late of the wall will be below the T-Grid trimmed with battens) (1-plate). {Unless otherwise noted, interior walls will be constructed with #2 2x4 studs 16"o.c. with single 2x4 top and bottom plates} 2"x6" Exterior end walls full height End walls height 102 inches / ridge beam recessed into the end walls. Interior trim package: standard battens ****1.5 inch battens @ wall seams and around windows with 3 inch flex-battens at inside & outside corners and 1.5 inch horizontal batten at top of the walls. **** {Unless otherwise noted} 1/2" VCG (Vinyl covered gypsum) / recess walls as required}	Hampton Gray
96.00	4" VCB {Vinyl Cove Base} ***Continuous type vinyl cove base to minimize joints***	CB67 Dove Gray
4.00	Support columns as required 100.5 inch support columns are on each side of the removable walls and cover with VCG - to appear as part of the wall {Includes additional floor joist underneath column studs as required} Vertical tie-down straps are on all four corners {Please note that Vertical tie-down straps are located on all four corners these are four up-lift and overturning resistance}	
2.00	Special Items: Wood window casing painted Gray	
12.00	Special Items: Plenum Wall per the print (144 inch)	
1.00	Special Items: Blocking in walls for restroom grab bars per the print.	

Initials: _____

BOX

MODU
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Qty	Description	Color/Location
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Wall Section

- 1.00 Special Items:
**** Total module height at end wall: {125.5 inches} from bottom of 2x8 floor joist to top of end wall (not including chassis or OSB sheathing or raised mate-line 2x angle) (Note ridge beams are recessed 17 inches).

- 1.00 Special Items:
**** Total module height at center of module (28 feet): {132.5 inches} from bottom of 2x8 floor joist to top of roof truss (not including chassis or OSB sheathing or raised mate-line 2x angle).

Special Instructions: For Purchasing/Production

See BOXX-plex catalog photos for interior trim details. 1.5" outside & 1" inside / cased with VCG

Interior Doors Section

- 2.00 36"x80" H.C. Flush door w/steel jamb
Interior Door Finish will be Imperail Oak doors in lieu of Birch
{Includes Timely or Redi-Frames with lever. (Door frame is painted the standard bronze finish color & door is Imperial Oak.)}
- 2.00 Keyed interior door locks per the print
Grade 2 Tell Keyed Lever - () --- Located at the office doors
- 2.00 Special Items:
Wall mounted door stops

Roof/Ceiling Section

Truss spacing @ 24" O.C.

(UT12w) Transverse truss (Engineered truss)

Start Trusses at 17" and peak at 24" and end at 17" (Ridge beam is recessed into end wall) *** Truss with King post utilized in lieu of Roof joist

7/16" x4 x8 EPDM underlayment

Raised Mate-line: A 2x4 cut on an angle (tapered) from 1.5 inches to 0 inches to create a raised mate-line is installed the full length of every mate-line (this is utilized in lieu of our standard belt rail).

Initials: _____

BOX

MODU

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Qty	Description	Color/Location
<u>Roof/Ceiling Section</u>		
	Special Item: Ceiling finish 2x4 T-grid (Certainteed) (T-Grid is terminated into ridge beam / Titan to send 8" close up beam) {T-grid starts 12 inches from each plenum}.	
	12" Peel & stick mate-line tape - White	
	Roof Covering: 45mil. White EPDM (Complex) EPDM at the exterior wall is installed J-rail mini gutter termination bar same as E-plex (See Justin for details).	
	Ceiling finish is 8'-6" above finished floor	
56.00	4-Layer 24" ridge-beam construction: (Or Engineered Truss) Beam is Tapered 17" to 24" to 17" (4) 3" Holes are bored into the mate-beams for data cross-overs and (1) 6" x 6" painted square on mate-beams 30" from end opposite from the hitch - Standard Wood ridge beam in lieu of engineered mate line truss painted 6"x6" square will have a note below that says 5" diameter hole may be drilled at this location {This beam will be constructed from 4-layers of 3/4" structural grade plywood installed as required and fastened as per approved fastening schedule}	
24.00	End projection: 6" roof over-hang See Detail on Sheet No D02.1 of Plans	
	Attic ventilation per code None is Required	
1.00	Special Item: EPDM at the exterior wall is installed J-rail mini gutter termination bar (See Justin for details).	
	Side-wall type hurricane straps {Please note that if foundation drawings or calculations are provided, these will be figured for frame ties in lieu of side-wall tie-down straps}	
	Special instructions for Purchasing/Production The four 3" holes to be drilled into the ridge-beam are located per the sealed prints at 6'-3" to center from front and rear end of the ridge-beam & 20' to center from front and rear end of the ridge-beam.	
	Special instructions for Purchasing/Production ALL roof vent-pipes are primed and flashed as per the BOXX-plex catalog photos.	

Initials: _____

Qty	Description	Color/Location
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Plumbing Section

NO plumbing included

Electrical Section

- 1.00 125 AMP Exterior panel box
*** Eaton Brand Panel Box *** (Exterior panel box with exterior rated electrical conduit to HVAC per photo in BOXX-plex catalog) Panel box is mounted 19" above the top of the bottom trim & 23" from the corner
- 5.00 2'x4' Standard "T-grid type" LED lights
Flat Panel / (All light fixtures are supported at all four corners with wire).
- 3.00 Wall Mounted Occupancy Sensor
Occupancy sensor
{Intermatic # LOSDOVI} ****Ivory****
- 2.00 2"x4" junction box with 3/4" conduit (standard)
with pull strings
{These junction boxes will be stubbed-up into the attic cavity for T-grid unless otherwise instructed by the customer; all boxes & conduit are empty, all wiring & devices for monitoring, alarms & security are entirely by others}
110 Volt receptacles @ approximately 12' O.C.
(Receptacles are to be located at 15" AFF to the bottom of the box)
{Standard}
- 1.00 Receptacles Type: 120 Volt 20 Amperage
{Standard 120-volt AC 20 Amperage duplex receptacles}
Receptacles / Switches / Covers are white
(Switches are to be located at 46" AFF to the bottom of the box)
- 1.00 Exterior use GFI w/ weather proof cover
{In use type with exterior rated GFI receptacle}
Race-way: M.C. cable wiring
- 2.00 Special item:
Interior-wall Power Connection - 4" x 4" (120 VAC-20Amp) Powered J-Box Above T-Grid to allow the interior walls to be removed

Initials: _____

BOXX

MODU

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Qty	Description	Color/Location
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Electrical Section

- 2.00 Special item:
Powered J-box - 2" x 4" (120 VAC-20Amp) above T-Grid for future use (Per the print)
- 2.00 Special item:
Empty J-box - 4" x 4" (with 3/4 EMT conduit ran back to the panel box) above T-Grid for future use (Per the print)

HVAC Section

- 1.00 3 Ton wall-mounted unit w/ 10kw heat strip
***10 kw in lieu of 5kw *** 11EER *** HVAC drain line - 3/4" drain hose is to be extended to 4" below frame header same as E-plex (HVAC units are Tan) Beige
- 1.00 Special item:
Aluminum flashing above the HVAC unit (puddy tape on the backside edge and edge touching the HVAC unit)
- 50.00 Linear feet of fiberglass supply duct with grilles
- 48.00 Linear feet of fiberglass return duct w/ grilles
**** No Jump Ducts ***
{Oversized as needed}
Plenum Duct Concealed with Chase Wall
{Fully ducted return air to the HVAC unit}
- 1.00 7-day Programmable T-stat (HVAC)
(Honeywell Home Pro / 4000 Series Part# TH411OU2005/U) (See BOXX-plex catalog for photo)
- 5.00 2'x2' FLB supply grilles for T-grid ceiling
(See picture in BOXX-Plex Catalog for Photo of S/A & R/A grills needed) (Volume damper is required on all S/A grills)
{FLB is a fixed linear blade diffuser}
- 4.00 2'x2' Return air grilles for T-grid ceiling

Cabinets & Furnishings

NO cabinetry quoted

Initials: _____

Qty	Description	Color/Location
<u>Exterior Section</u>		
	Smart Panel siding (singlewide) *** Smart Panel siding held-up from bottom of rim joist With Filler below siding to allow for 2" space for skirting behind trim *** (Bottom Trim is 5.5 inch installed flush with rim joist per standard installation. (See BOXX-Plex Catalog & Justin for details) Body Antique Linen with Black Trim	
24.00	Smart Panel siding mansard Mansard trim is 3-1/2" Mansard trim is installed at 101.75 inches from the top of the bottom trim and the top of the mansard trim (See BOXX -Plex catalog for photos & Justin for details). Mansard Body Dark Red with Black Trim Sheathing installed as per applicable requirements 7/16 OSB in lieu of 1/2 plywood Standard house wrap installed 100% {All wrap installed right side up & in a shingled fashion}	
24.00	Special item: EPDM at the exterior wall is installed J-rail mini gutter termination bar (See Justin for details).	
1.00	Special item: Windows & Doors installed and flashed per the customers details (window & door trim is installed in a shingled fashion with the top trim extending past the side trim 1/2" on each side, the side trim is to extend down past the bottom trim by 1" one each side (See BOXX-plex catalog & Justin for details)	
1.00	Special item: (See BOXX -plex catalog for full details) Building Body & Mansard Body Painted - - BOXX Modular Color (includes the building corners & the trim between the mansard & body) (mini gutter over windows & doors is painted to match the building body).	
1.00	Special item: (See BOXX-plex catalog for full details) Building Trim Painted - - BOXX Modular Color (Includes the building bottom trim, mansard top trim, all windows and door trim)	
4.00	Special item: ***Note: 12" wide metal flashing @ each corner of the module, from top of roof to bottom of the rim rail. ***	

Initials: _____

Qty	Description	Color/Location
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Exterior Section

Special instructions for Purchasing/Production

Raised Mate-line: A 2x4 cut on an angle (tapered) from 1.5 inches to 0 inches to create a raised mate-line is installed the full length of every mate-line (this is utilized in lieu of our standard belt rail).

Special instructions for Purchasing/Production

Z BAR at top of siding is 1-7/8 x 3/8 x 1-7/8 inches

Special instructions for Purchasing/Production

*** See sealed plans for Exterior trim details *** Top trim/fascia is 7.25" and lower mansard trim is 3.5" / Bottom trim is 5.5" / Window trim is 3.5" / Exterior door trim is 3.5"

Special instructions for Purchasing/Production

ALL roof vent-pipes are primed and flashed

Special instructions for Purchasing/Production

Trim hold-backs are mitered

Windows Section

- 2.00 24x54 VS White vinyl frame & ins. glass
(In lieu of 24" x 52")See window trim detail in sealed plans. 3 1/2"
Trim. 1" overhangs on top trim. Side trim to extend 1" below bottom trim. Window Trim Antique Linen
(Low E)
- 1.00 Special item:
Windows & Doors installed and flashed per the customers details
(window & door trim is installed in a shingled fashion with the top trim extending past the side trim 1/2" on each side, the side trim is to extend down past the bottom trim by 1" one each side
- 3.00 Special item:
***Note: 4x8 sheet of commercial grade Thermo-Ply to be installed from the top of module to the bottom of the rim rail at each window

Initials: _____

BOX

MODU

www.BOXXModular.com

Qty	Description	Color/Location
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Exterior Doors Section

- 1.00
- Special item:
Windows & Doors installed and flashed per the customers details
(window & door trim is installed in a shingled fashion with the top trim
extending past the side trim ½" on each side, the side trim is to extend
down past the bottom trim by 1" one each side

Insulation Section

Exterior wall includes R-19 unfaced
(Requires 2" x 6" minimum exterior walls) {The noted insulation value
is only an estimate and is subject to change based on final
engineering}

R-11 Interior wall sound reduction batts
(Located in the Restroom Walls Only)
{The noted insulation value is only an estimate and is subject to change
based on final engineering}

Floor includes R-30 unfaced
In lieu of R-22
{The noted insulation value is only an estimate and is subject to change
based on final engineering}

Roof includes R-38 unfaced
w/ Netting
{The noted insulation value is only an estimate and is subject to change
based on final engineering}

MODULAR BUILDING INFORMATION

<u>Unit No(s).</u>	<u>Unit Size(s)</u>	<u>State(s) Coded</u>	<u>Building Description</u>
NEW	12x56 Multi Plex	TX-Multi	(D) Complex End Office Module

SPECIFICATIONS

Qty	Description	Color/Location
<u>Specifications</u>		
	Floor Loads Business Occupancy 100 lb. Live Load (Corridor) 50 lb Live Load (Offices) and 2,000 lb. concentrated load over 30" x 30" areas	
	Destination: Stock	
<u>Chassis</u>		
56.00	11'-8" wide outrigger w/ 95.5" I-Beam spacing ***Frames are 11'-9" wide*** ***I-beams spacing is 99.5" O.C.*** Outriggers & Crossmembers spaced (As Required) 12" I-Beams (M12x10) Hitches are detachable New tires New Tires are Provided - Drivers are responsible for spares Axle quantity will be calculated as required (2) Brake & (2) Id Special Instructions for Purchasing/Production Carriage bolts on ALL-4-CORNERS ***	
<u>Floor Section</u>		
	Standard bottom board material 2"x8" Floor joist @ 16" O.C. (12' Wide Modules) 2'x8" Pressure Treated Double Perimeter Joist KDAT {Galvanized Fasters are to be Utilized} 3/4" Floor sheathing/decking Floor decking held back 2.5" (at mate-line where applicable)	
672.00	VCT {Armstrong brand} Installed per the print (Hold Tile Back 5" each Side of the Mate-Line) -- { *** checkerboard & 50% offset ***}	Cool White 51899

Initials: _____

Qty	Description	Color/Location
Floor Section		
1.00	Special Item: Door entry areas to have 4' x 4' 3/4 " treated plywood @ Exterior Door	
1.00	Special Item: Moist stop brick flashing at the full perimeter of exterior 12" up from the bottom of the perimeter rail	
Wall Section		
48.00	2"x4" Interior wall height: 8'-6" **102" Interior wall height** Int. cross walls & double mate-lines are built so they can be removed (108. inches support post integrated into these walls per the print) and (Top late of the wall will be below the T-Grid trimmed with battens) (1-plate). {Unless otherwise noted, interior walls will be constructed with #2 2x4 studs 16"o.c. with single 2x4 top and bottom plates} 2x6 Exterior wall height 9'-0" *** 108. inch Side Wall *** *** Inset mate-line walls to allow gypsum to be flush. Gypsum in lieu of Plywood. {Double top-plate on exterior walls, as required} 2"x6" Exterior end walls full height End walls height 102 inches / ridge beam recessed into the end walls. Interior trim package: standard battens ****1.5 inch battens @ wall seams and around windows with 3 inch flex-battens at inside & outside corners and 1.5 inch horizontal batten at top of the walls. **** {Unless otherwise noted} 1/2" VCG (Vinyl covered gypsum) / recess walls as required}	Hampton Gray
156.00	4" VCB {Vinyl Cove Base} ***Continuous type vinyl cove base to minimize joints***	CB67 Dove Gray
2.00	Support columns as required 100.5 inch support columns are on each side of the removable walls and cover with VCG - to appear as part of the wall {Includes additional floor joist underneath column studs as required} Vertical tie-down straps are on all four corners {Please note that Vertical tie-down straps are located on all four corners these are four up-lift and overturning resistance}	

Initials: _____

Qty	Description	Color/Location
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Wall Section

- 12.00 Special Items:
Plenum Wall per the print (144 inch)
- 5.00 Special Items:
Wood window casing painted Gray
- 1.00 Special Items:
**** Total module height at end wall: {125.5 inches} from bottom of 2x8 floor joist to top of end wall (not including chassis or OSB sheathing or raised mate-line 2x angle) (Note ridge beams are recessed 17 inches).
- 1.00 Special Items:
**** Total module height at center of module (28 feet): {132.5 inches} from bottom of 2x8 floor joist to top of roof truss (not including chassis or OSB sheathing or raised mate-line 2x angle).
- Special Instructions: For Purchasing/Production
See BOXX-plex catalog photos for interior trim details. 1.5" outside & 1" inside / cased with VCG

Interior Doors Section

- 2.00 36"x80" H.C. Flush door w/steel jamb
Interior Door Finish will be Imperail Oak doors in lieu of Birch
{Includes Timely or Redi-Frames with lever. (Door frame is painted the standard bronze finish color & door is Imperial Oak.)}
- 2.00 Keyed interior door locks per the print
Grade 2 Tell Keyed Lever - () --- Located at the office doors
- 2.00 Special Items:
Wall mounted door stops similar to pictures in BOXX -plex catalog.
Located in the cove base

Roof/Ceiling Section

- Truss spacing @ 24" O.C.
- (UT12w) Transverse truss (Engineered truss)
Start Trusses at 17" and peak at 24" and end at 17" (Ridge beam is recessed into end wall) *** Truss with King post utilized in lieu of Roof joist

Initials: _____

Qty	Description	Color/Location
<u>Roof/Ceiling Section</u>		
	7/16" x4 x8 EPDM underlayment	
	Raised Mate-line: A 2x4 cut on an angle (tapered) from 1.5 inches to 0 inches to create a raised mate-line is installed the full length of every mate-line	
	Special Item: Ceiling finish 2x4 T-grid (Certainteed) (T-Grid is terminated into ridge beam / Titan to send 8" close up beam} {T-grid starts 12 inches from each plenum}.	
	12" Peel & stick mate-line tape - White	
	Roof Covering: 45mil. White EPDM (Complex) EPDM at the exterior wall is installed J-rail mini gutter termination bar same as E-plex (See Justin for details).	
	Ceiling finish is 8'-6" above finished floor	
56.00	4-Layer 24" ridge-beam construction: (Or Engineered Truss) Beam is Tapered 17" to 24" to 17" (4) 3" Holes are bored into the mate-beams for data cross-overs and (1) 6" x 6" painted square on mate-beams 30" from end opposite from the hitch - Standard Wood ridge beam in lieu of engineered mate line truss painted 6"x6" square will have a note below that says 5" diameter hole may be drilled at this location {This beam will be constructed from 4-layers of 3/4" structural grade plywood installed as required and fastened as per approved fastening schedule}	
24.00	End projection: 6" roof over-hang See Detail on Sheet No D02.1 of Plans	
	Attic ventilation per code None is Required	
1.00	Special Item: EPDM at the exterior wall is installed J-rail mini gutter termination bar	
	Side-wall type hurricane straps {Please note that if foundation drawings or calculations are provided, these will be figured for frame ties in lieu of side-wall tie-down straps}	

Initials: _____

Qty	Description	Color/Location
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Roof/Ceiling Section

Special instructions for Purchasing/Production

The four 3" holes to be drilled into the ridge-beam are located per the sealed prints at 6'-3" to center from front and rear end of the ridge-beam & 20' to center from front and rear end of the ridge-beam.

Special instructions for Purchasing/Production

ALL roof vent-pipes are primed and flashed as per the BOXX-plex catalog photos.

Plumbing Section

NO plumbing included

Electrical Section

- 1.00 125 AMP Exterior panel box
*** Eaton Brand Panel Box *** (Exterior panel box with exterior rated electrical conduit to HVAC per photo in BOXX-plex catalog) Panel box is mounted 19" above the top of the bottom trim & 23" from the corner
- 6.00 2'x4' Standard "T-grid type" LED lights
Flat Panel / (All light fixtures are supported at all four corners with wire).
- 1.00 Standard 60 watt porch light with photo cell
- 3.00 Wall Mounted Occupancy Sensor
Occupancy sensor
{Intermatic # LOSDOVI}****Ivory****
- 1.00 Combo dual head emergency light/exit sign

{Quantity is shown budgeted, actual quantity will be as required after review and per final approved customer drawing}
- 1.00 Exterior emergency light remote heads as required
(Remote-head must be L.E.D.)
{Exterior type to match porch lights}
- 6.00 2"x4" junction box with 3/4" conduit (standard)
with pull strings
{These junction boxes will be stubbed-up into the attic cavity for T-grid unless otherwise instructed by the customer; all boxes & conduit are empty, all wiring & devices for monitoring, alarms & security are entirely by others}

Initials: _____

Qty	Description	Color/Location
<u>Electrical Section</u>		
	110 Volt receptacles @ approximately 12' O.C. (Receptacles are to be located at 15" AFF to the bottom of the box) {Standard}	
1.00	Receptacles Type: 120 Volt 20 Amperage {Standard 120-volt AC 20 Amperage duplex receptacles} Receptacles / Switches / Covers are white (Switches are to be located at 46" AFF to the bottom of the box)	
1.00	Exterior use GFI w/ weather proof cover {In use type with exterior rated GFI receptacle} Race-way: M.C. cable wiring	
2.00	Special item: Interior-wall Power Connection - 4" x 4" (120 VAC-20Amp) Powered J-Box Above T-Grid to allow the interior walls to be removed	
2.00	Special item: Powered J-box - 2" x 4" (120 VAC-20Amp) above T-Grid for future use (Per the print)	
2.00	Special item: Empty J-box - 4" x 4" (with 3/4 EMT conduit ran back to the panel box) above T-Grid for future use (Per the print)	
<u>HVAC Section</u>		
1.00	3 Ton wall-mounted unit w/ 10kw heat strip ***10 kw in lieu of 5kw *** 11EER *** HVAC drain line - 3/4" drain hose is to be extended to 4" below frame header same as E-plex (HVAC units are Tan)	Beige
1.00	Special item: Aluminum flashing above the HVAC unit (puddy tape on the backside edge and edge touching the HVAC unit)	
50.00	Linear feet of fiberglass supply duct with grilles	
46.00	Linear feet of fiberglass return duct w/ grilles **** No Jump Ducts *** {Oversized as needed} Plenum Duct Concealed with Chase Wall {Fully ducted return air to the HVAC unit}	

Initials: _____

Qty	Description	Color/Location
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HVAC Section

- 1.00 7-day Programmable T-stat (HVAC)
(Honeywell Home Pro / 4000 Series Part# TH411OU2005/U)
- 5.00 2'x2' FLB supply grilles for T-grid ceiling
(See picture in BOXX-Plex Catalog for Photo of S/A & R/A grills
needed) (Volume damper is required on all S/A grills)
{FLB is a fixed linear blade diffuser}
- 3.00 2'x2' Return air grilles for T-grid ceiling

Cabinets & Furnishings

NO cabinetry quoted

Exterior Section

- Smart Panel siding (singlewide)
*** Smart Panel siding held-up from bottom of rim joist With Filler
below siding to allow for 2" space for skirting behind trim *** (Bottom
Trim is 5.5 inch installed flush with rim joist per standard installation.
Body Antique Linen with Black Trim
- 80.00 Smart Panel siding mansard
Mansard trim is 3-1/2" Mansard trim is installed at 101.75 inches from
the top of the bottom trim and the top of the mansard trim . Mansard
Body Dark Red With Black Trim
- Sheathing installed as per applicable requirements
7/16 OSB in lieu of 1/2 plywood
- Standard house wrap installed 100%
{All wrap installed right side up & in a shingled fashion}
- 80.00 Special item:
EPDM at the exterior wall is installed J-rail mini gutter termination bar
(See Justin for details).
- 1.00 Special item:
Windows & Doors installed and flashed per the customers details
(window & door trim is installed in a shingled fashion with the top trim
extending past the side trim 1/2" on each side, the side trim is to extend
down past the bottom trim by 1" one each side

Initials: _____

Qty	Description	Color/Location
-----	-------------	----------------

Exterior Section

- 1.00 Special item:
(See BOXX -plex catalog for full details) Building Body & Mansard
Body Painted - - BOXX Modular Color (includes the building corners
& the trim between the mansard & body) (mini gutter over windows &
doors is painted to match the building body).
- 4.00 Special item:
***Note: 12" wide metal flashing @ each corner of the module, from
top of roof to bottom of the rim rail. ***
- 1.00 Special item:
(See BOXX-plex catalog for full details) Building Trim Painted - -
BOXX Modular Color (Includes the building bottom trim, mansard top
trim, all windows and door trim)
- Special instructions for Purchasing/Production
Trim hold-backs are mitered
- Special instructions for Purchasing/Production
Z BAR at top of siding is 1-7/8 x 3/8 x 1-7/8 inches
- Special instructions for Purchasing/Production
Raised Mate-line: A 2x4 cut on an angle (tapered) from 1.5 inches to 0
inches to create a raised mate-line is installed the full length of every
mate-line
- Special instructions for Purchasing/Production
ALL roof vent-pipes are primed and flashed as per the BOXX-plex
catalog photos.
- Special instructions for Purchasing/Production
*** See sealed plans for Exterior trim details *** Top trim/fascia is
7.25" and lower mansard trim is 3.5" / Bottom trim is 5.5" / Window
trim is 3.5" / Exterior door trim is 3.5"

Windows Section

- 5.00 24x54 VS White vinyl frame & ins. glass
(In lieu of 24" x 52")See window trim detail in sealed plans. 3 1/2"
Trim. 1" overhangs on top trim. Side trim to extend 1" below bottom
trim. Window Trim Antique Linen
(Low E)

Initials: _____

Qty	Description	Color/Location
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Windows Section

- 1.00 Special item:
Windows & Doors installed and flashed per the customers details
(window & door trim is installed in a shingled fashion with the top trim
extending past the side trim ½" on each side, the side trim is to extend
down past the bottom trim by 1" one each side
- 3.00 Special item:
***Note: 4x8 sheet of commercial grade Thermo-Ply to be installed
from the top of module to the bottom of the rim rail at each window

Exterior Doors Section

- 1.00 36"x80" Steel door with 6"x30" vision panel
Factory Standard - BOXX Modular Color} -BOXX Modular Mini
gutter above door} 6" x 30" View Block In lieu of 7" x 22"
- 1.00 Standard lever (Tell Grade 2 Keyed)
LC2681 Tell Lever and Dead Bolt Keyed Alike - Tell Brand Grade 2
- 1.00 Standard dead bolt
Keyed same as exterior door levers
- 1.00 Standard closer
Hydraulic Tell Closer 600 Series ***Closure is mounted on the door
with arm attached to the header-jamb ***
- 1.00 Special item:
Windows & Doors installed and flashed per the customers details
(window & door trim is installed in a shingled fashion with the top trim
extending past the side trim ½" on each side, the side trim is to extend
down past the bottom trim by 1" one each side

Insulation Section

Exterior wall includes R-19 unfaced
(Requires 2" x 6" minimum exterior walls) {The noted insulation value
is only an estimate and is subject to change based on final
engineering}

R-11 Interior wall sound reduction batts
(Located in the Restroom Walls Only)
{The noted insulation value is only an estimate and is subject to change
based on final engineering}

Floor includes R-30 unfaced
In lieu of R-22
{The noted insulation value is only an estimate and is subject to change
based on final engineering}

Roof includes R-38 unfaced
w/ Netting
{The noted insulation value is only an estimate and is subject to change
based on final engineering}

Initials: _____



POLICE DEPARTMENT

To: Mayor and Town Council

From: Colin Ashby, Budget Officer & Grants Administrator

**Through: Mario Canizares, Town Manager
Doug Kowalski, Chief of Police**

Re: FY 2026 MVCPA Auto Theft Task Force Grant Application.

Town Council Meeting – April 8, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2026 Motor Vehicle Crime Prevention Authority Auto Theft Task Force Grant.

Description of Agenda Item:

The Motor Vehicle Crime Prevention Authority (MVCPA) has announced the issuance of the Fiscal Year 2026 (FY 2026) Request for Applications (RFA). The application deadline is April 18, 2025. Pursuant to the Texas Transportation Code, Chapter 1006, and Texas Administrative Code, Title 43, Part 3, Chapter 57, eligible entities may receive grant funding from the MVCPA to support law enforcement agencies and task forces in combating motor vehicle crime, including catalytic converter theft.

This request is for both the continuation of the current grant funding and additional funding through the 2026 MVCPA grants for the expansion of the FLOCK technologies, personnel and related equipment related to the MVCPA Auto Theft Task Force.

In 2024, the Town of Prosper was awarded \$358,000 through the 2025 MVCPA Auto Theft Task Force Grant. The funding supported the Town's inaugural Drone as a First Responder (DFR) program; the original purchase of 44 fixed Automatic License Plate Readers (ALPRs); four (4) mobile ALPRs; six (6) fixed Pan-Tilt-Zoom (PTZ) cameras; and an additional 16 ALPRs. This grant is structured as an 80/20 cost-share, with MVCPA contributing \$286,400 and the Town providing a \$71,600 match.

The FY 2025 MVCPA Awarded Grant Funds and a requested increase in Grant Funds would be to fund the second Drone as a First Responder (DFR), ground based radar, one (1) Police Officer position, one (1) Crime Analyst position, travel & training funds associated to the Auto Task Force (Task Force), one (1) vehicle for the Task Force, and related office computer equipment, and advanced investigative software (NOVA). Both the continuation and increase in grant funds will be recognized in the FY26 budget as well as subsequent FY budgets. PPD will apply for these grant funds on an annual basis.

The Town is currently an incumbent grantee and seeks approval to apply for continuation funding through the FY 2026 MVCPA Auto Theft Task Force Grant. Additionally, the Town is requesting approval to apply for supplemental grant funding to expand its program. The proposed expansion includes:

- A second Drone as a First Responder (DFR) with ground-based radar – estimated at \$457,133
- An Auto Theft Coordinator/Manager (including fringe benefits and overtime) – estimated at \$154,033
- A Crime Analyst (including fringe benefits) – estimated at \$96,669
- A new vehicle – estimated at \$60,000
- Supplies, fuel, training, travel, Flock NOVA software, and other equipment – estimated at \$61,330
- Radios, computer equipment, and emergency equipment – estimated at \$21,500

These additional items total \$722,849 and, if awarded, will also be funded through the 80/20 cost-share structure.

In total, the Town is requesting approval to apply for \$1,080,849 in grant funding. If awarded, MVCPA would fund approximately \$864,679, with the Town providing matching funds of approximately \$216,170. Program expansion is contingent upon grant approval. If funds are not awarded, the Town retains the right to terminate the lease agreement with Flock for the additional DFR and ground-based radar without penalty.

The Town anticipates continuing to seek annual approval to apply for MVCPA grant funding to support and expand these critical initiatives.

Please note: This is a reimbursement grant. The Town will initially fund all personnel and equipment costs from the General Fund, and MVCPA will reimburse 80% of eligible expenses upon approval.

Budget Impact:

The total funds requested will be approximately \$1,080,849 and will be funded from the Police Department's General Fund allocation in fiscal year 2026. There is no budget impact for fiscal year 2025. Funding for this project will be requested through the annual budget process for FY26.

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. Solicitation
2. Quotes
3. Resolution

Town Staff Recommendation:

Town staff recommends the Town Council approve a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2026 Motor Vehicle Crime Prevention Authority Auto Theft Task Force Grant and approve the authorization to accept the FY 2026 Motor Vehicle Crime Prevention Authority Auto Theft Task Force Grant, if awarded.

Proposed Motion:

Item 4.

I move to accept a resolution authorizing the Town Manager, and/or his/her designee, to apply for the FY 2026 Motor Vehicle Crime Prevention Authority Auto Theft Task Force Grant and approve the authorization to accept the FY 2026 Motor Vehicle Crime Prevention Authority Auto Theft Task Force Grant, if awarded.



Motor Vehicle Crime Prevention Authority

Fiscal Year 2026 Request for Applications – Taskforce

Grants March 4, 2025

Notice of Request for Applications

The Motor Vehicle Crime Prevention Authority (MVCPA) authorized the issuance of the **Fiscal Year (FY) 2026 Request for Applications (RFA)**. MVCPA is authorized in statute to provide grants to local law enforcement to combat motor vehicle theft, burglary from a motor vehicle and/or fraud-related motor vehicle crime.

Eligible applicants may request funds for program operation by submission of an application consistent with the information, including the requirements and conditions stated in this RFA. This RFA is posted in the Texas Register as required by law for at least thirty (30) days prior to the due date for Applications.

All applications submitted will be for FY2026. If **previously** awarded a FY 2025, grant the MVCPA may provide a FY 2026 grant subject to availability of funding and grantees' positive program performance.

Due Date

Grant Applications from eligible applicants must be completely submitted on-line at <https://MVCPA.tamu.edu> on or before **5:00 PM, April 18, 2025**. **First-time applicants must establish an account and perform account setup steps prior to an application being able to be submitted.**

The required Resolution and any optional supporting documents must be scanned and submitted as attachments to the application at <https://MVCPA.tamu.edu> on or before **5:00 PM, April 18, 2025**.

Applicable Authority and Rules

Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards and guidelines:

- [Texas Transportation Code Chapter 1006](#)
- [Texas Administrative Code \(TAC\): Title 43; Part 3; Chapter 57](#)
- [Texas Grant Management Standards \(TxGMS\) as promulgated by the Texas Comptroller of Public Accounts](#)
- [The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and any subsequent adopted grantee instruction manuals](#)
- This Request for Applications issued on March 4, 2025

Eligible Applicants

Only Texas law enforcement agencies through their city or county are eligible to apply for Motor Vehicle Crime Taskforce Grants.

Applicants meeting the eligibility requirements may submit a new grant subject to the priority established in the MVCPA in the FY 2025 RFA.

New Grant –Available only to law enforcement agencies. These are annual grants that require a minimum cash match of 20% for the program described in the application. New applicants shall email MVCPA at GrantsMVCPA@txdmv.gov from an official governmental agency email account to request an account and access be established.

Grant Type

Reimbursement – This is a total program budget reimbursement grant. Applicants that are awarded grants will expend local (agency) funds and then will be reimbursed quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

Grant Term

The FY 2026 grant cycle is a one (1) year funding cycle to begin on September 1, 2025, and end August 31, 2026. For those grantees who were previously awarded an FY 2025 grant, subject to the availability of funding and grantee's positive program performance, the MVCPA may provide an FY2026 grant using the same on-line application systems and budget values as originally submitted. No obligations or expenses may be incurred or made outside of the grant period(s).

Method of Application

Grant Applications from eligible applicants shall be completely submitted on-line at <https://MVCPA.tamu.edu> on or before 5:00 PM, April 18, 2025. All forms will be completed on-line. The Resolution and all supporting documents must be submitted as attachments.

Resolution Required

A Resolution (Order or Ordinance) by the applicant governing body is required to make application for these funds. The Resolution shall provide that the governing body applies for the funds for the purpose provided in statute (*Texas Transportation Code, Chapter 1006*) and agrees to return the grant funds in the event of loss or misuse, and to designate the officials that the governing body chooses as its agents to make uniform assurances and administer the grant if awarded.

Only the governing body submitting an application needs to adopt and submit a Resolution. Participating jurisdictions in multi-agency taskforces shall agree and commit to the grant through interagency agreements as provided under Texas Local Government Code Chapter 362, Texas Government Code Chapter 791 and TxGMS.

In the event a governing body has delegated the application authority to a city manager, chief of police, sheriff, or other official then applicants must submit on-line a copy of the delegation order (documentation) along with the Resolution signed by the official. A sample Resolution is attached as Appendix A.

Program Category

To be eligible for consideration for funding, a taskforce grant application must be designed to support one or more of the following MVCPA program categories (43 TAC §57.14):

Law Enforcement, Detection, and Apprehension - provide financial support to law enforcement agencies for

economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams (referred taskforces). Taskforces will develop organized methods to combat motor vehicle theft, including catalytic converter theft, burglary of a motor vehicle, and fraud-related motor vehicle crime through the enforcement of law. This may include recovery of vehicles, clearance of cases, arrest of law violators, and disruption of organized motor vehicle crime. This category includes the development of uniform programs to prevent stolen motor vehicles from entering Mexico or being removed from Texas through outbound seaports.

Prosecution/Adjudication/Conviction - provide financial support for taskforces to work with prosecutors and the judiciary to implement programs designed to reduce the incidence of motor vehicle theft, including catalytic converter theft, burglary of a motor vehicle and fraud-related motor vehicle crime.

Prevention, Anti-Theft Devices, and Automobile Registration - provide financial support for taskforces to work with organizations and communities to reduce the incidence of motor vehicle theft, including the theft of catalytic converters, burglary of a motor vehicle and/or fraud-related motor vehicle crime. The application shall demonstrate how the financial support will assist automobile owners to reduce motor vehicle theft, burglary of a motor vehicle and fraud-related motor vehicle crime.

Reduction of the Sale of Stolen Vehicles or Parts - provide financial support for taskforces to work with businesses, organizations, and communities to reduce the sale of stolen vehicles or parts, including catalytic converters. Applicants will develop organized methods to combat the sale of stolen vehicles and parts using any of the following: vehicle identification number (VIN) inspection; inspections of motor vehicle part and component distribution enterprises; parts labeling and etching methods; and means to detect the fraudulent selling of stolen parts.

Educational Programs and Marketing – provide financial support for taskforces to work with individuals, businesses, organizations, and communities to assist automobile owners in preventing motor vehicle theft, including catalytic converter theft, burglary of a motor vehicle, and fraud-related motor vehicle crime. Develop and provide specialized training or education program(s) to: the public on motor vehicle crime prevention, law enforcement on interdiction and prosecution, and government officials on fraud-related motor vehicle crime prevention, including title and registration fraud.

Priority Funding

The MVCPA enabling statute provides that “...the authority shall allocate grant funds primarily based on the number of motor vehicles stolen in, or the motor vehicle burglary or theft rate across, and the number of fraud-related motor vehicle crimes committed in the state rather than based on geographic distribution.” (TTC Section 1006.151, (c). In addition, the following grant features will be given priority consideration in evaluating **new** grant applications:

Continuing Funded Programs in Compliance with MVCPA Grant Conditions– Applications that provide for the continuation of existing programs that currently meet the program and fiscal reporting conditions of the MVCPA. Applicants must provide ongoing need and evidence of their progress and impactful performance toward combatting motor vehicle theft, including catalytic converter theft, burglary of a motor vehicle and/or fraud-related motor vehicle crime. The applicant must describe the experience and qualifications of investigators used in the program and how utilization of current grant inventory and resources for the continued operation of these specialized investigative grant programs are useful for the state and local governments.

Programs to Combat Organized Economic Crime – Applications for economic motor vehicle theft and fraud related motor vehicle crime enforcement teams that introduce, increase, or expand efforts to combat criminal activities by organized crime.

Border and Port Security – Applications that provide specific initiatives to identify and prevent stolen vehicles and catalytic converters from crossing the border using automatic license plate readers, training of local state and federal personnel in the identification of stolen vehicles, and bridge and port inspections.

Use of Technology – Applications that incorporate automatic license plate reader programs, surveillance equipment and other uses of technology to increase the number of stolen vehicles recovered and the number of persons arrested for motor vehicle crimes.

Theft of Parts from a Motor Vehicle – Applications that incorporate a reasonable, objective plan to combat and prevent the theft of catalytic converters.

Dedicated Prosecutors – Applications that incorporate a dedicated prosecutor to increase the priority of economic motor vehicle crime case prosecutions and decrease the number of repeat offenders through successful prosecution efforts.

Supporting Documents

Documents that provide evidence of local support or commitment from other officials or agencies for the application may be submitted following the same instructions as the Resolution. Interagency agreements shall be submitted prior to payments being authorized if an award is made. MVCPA recommends that interagency agreements be completed after award determinations are made to ensure correct amounts are reflected in those agreements. All interagency agreements must meet the conditions and elements required in the TxGMS.

Supplanting Prohibited

Grant funds provided by the Authority under this RFA shall not be used to supplant federal, state or local funds that otherwise would be available for the same purposes (Texas Administrative Code Title 43, §57.9). Supplanting means the replacement of other funds with MVCPA grant funds. This shall include using existing resources already available to a program activity as cash match.

Cash Match Requirement

All applications for programs must provide at least a twenty (20%) percent cash match (Texas Administrative Code Title 43 §57.36). Multijurisdictional agencies must provide details for the method of cash match in intergovernmental agreements (*Texas Government Code, Chapter 791*). Cash match must meet the requirements provided in TxGMS.

Formulas to calculate cash match:

1. Total MVCPA grant funds requested multiplied by percentage of match required = Total Amount of Cash Match Required
2. Total Program Cost minus Total Cash Match Required = Total Authority Grant Request

NICB in Lieu of Cash – Applicants may enter into formal agreements with the National Insurance Crime Bureau (NICB) to work on grant funded activities. The amount of salary and other direct costs related to the work on grant activity provided by the NICB may be counted and reported as in lieu of cash match. Time certifications are required to be made by the employee for these positions as required by TXGMS. Applicants must meet the

obligation expressed as cash match in the event NICB cannot meet its obligation.

In-Kind Match

Only include in-kind if necessary for the local jurisdiction. In-kind contributions shall not be considered cash match. In-kind match may be used to: 1) reflect the total level of jurisdictions' effort/costs to combat economic motor vehicle crime; 2) reflect how the grant program fits into jurisdictions' operation; 3) effectively operate a single program with multiple funding streams; and/or 4) contributions from the applicant or third parties that are for grant funded activity. Costs in detail line items shall not be split between in-kind match and cash match or grant funding. For example, the entire salary of an officer shall be placed in one expense type rather than split between grant/cash match costs and in-kind.

Reporting and Webinar Attendance Requirements

Applicants who are awarded grants will be required to provide:

Quarterly Progress Reports - The MVCPA requires the submission of quarterly progress reports to demonstrate progress toward meeting goals and activities provided in the grant application. These include: 1) Monthly progress toward statutorily required performance measures; 2) Monthly progress recorded on the Goals, Strategies and Activities report; and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature.

Quarterly Financial Reports – Reports of actual expenses are provided to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed, and maintain documentation that is accurate and complete. All expenses must be supported by appropriate documentation.

Webinar Attendance: One grant representative from the applicant agency is required to attend a monthly session via teleconference or webinar that includes information on MVCPA grant administration.

One law enforcement officer is required to attend the monthly information sharing and networking sessions on law enforcement issues and other MVCPA issues critical to the successful operation of an MVCPA taskforce. **"These meetings occur in person during the months a MVCPA Board Meeting takes place."**

Funding Requirements and Conditions

- a) State Funds Availability – All awards by the MVCPA are subject to the availability of state funds.
- b) Right of Refusal – The Authority reserves the right to reject any or all of the applications submitted.
- c) Awards – Publishing the RFA does not legally obligate the Authority to fund any programs.
- d) Partial Funding – The Authority may choose to offer funds for all, or any portion of a program submitted in an application.
- e) Substitution – The Authority may offer alternative funding sources, special conditions, or alternative program elements in response to submitted Applications.
- f) Application Required – Registration for on-line access is required. The MVCPA is not responsible for applicants who cannot complete the registration and application process on-time.
- g) No Alternative Application Submission – Paper applications and requests for funding are not accepted in lieu of the on-line grant application process.
- h) Review Criteria – Authority staff and designated MVCPA Board member(s) will review each grant using subjective and objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Authority.
- i) Questions and Clarification – During the review period, the applicant may be contacted by

Authority staff to ask questions or to seek clarification regarding information provided in the application. Failure to promptly respond will not disqualify an applicant, but information that is submitted after the review period may not be considered.

- j) Final Selection – The Authority may select and award programs that best meet the statutory purposes and that reflect its current priorities. No appeal may be made from the Authority’s decisions.
- k) Changes in Application – If an applicant proposes changes to be made in the program type or participation of jurisdictions after an award is determined, then the Authority will review the changes and may make modifications (including the amount) or cancel the award as deemed appropriate by the Authority.
- l) Delayed Start – An applicant that is awarded a grant and that does not begin operations within 45 days from the beginning of the grant term is considered terminated.
- m) Application instructions – the MVCPA provides additional details and instructions in the on-line application system that are incorporated by reference as part of this RFA and must be followed during the application and award process.
- n) Program Income – is defined in the TxGMS. Current grantees carrying forward program income from prior years will follow the new rules established by the Texas Comptroller and MVCPA Grant Administrative Manual. Budgeted use of Program Income should be specified in the grant budget detail, narrative, and source of income table for FY 2026.
- o) Texas Commission on Law Enforcement Standards (TCOLE) Certifications Required –All law enforcement agencies regulated by Occupations Code, Chapter 1701, must certify that they are in compliance with the TCOLE standards or provide a certification from the TCOLE that states that the requesting agency is in the process of achieving compliance with said rules.

Selection Process:

Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review. Grants will be awarded on or before September 1, 2025.

Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified ten (10) working days after the due date.

Application Workshop

Potential applicants are requested/required to attend the on-line “Motor Vehicle Crime Prevention Authority Grant Application Workshop” which has been scheduled for: **April 30, 2025, from 9 AM to 12 PM. Join by using the following links:**

THIS MEETING WILL BE HELD REMOTELY VIA

Microsoft Teams

[Need Help?](#)

[Join the meeting now](#)

Meeting ID: 215 109 540 885

Passcode: QK3kC9Tk

Dial in by phone

[+1 737-787-8456,,404290408#](tel:+17377878456,404290408#)

United States, Austin

[Find a local number](#)

Phone conference ID: 404 290 408#

Conference ID: 929 327 163#

Item 4.

The informational session will provide details on the grant Application process including grant eligibility requirements, completing the various Application sections, and the grant cycle timeline. At least one representative of the potential grant applicant should be present at this workshop.

Contact Person

William Diggs, MVCPA Director,
Texas Motor Vehicle Crime Prevention Authority
4000 Jackson Avenue
Austin, Texas 78731
(512) 465-1485

GrantsMVCPA@txdmv.gov

Issued in Austin, Texas on March 4, 2025

William Diggs, MVCPA Director

MVCPA Application Checklist

Each Applicant must:

- 1) Complete the on-line Application on or before **5:00 PM, April 18, 2025;**
- 2) Complete the Resolution with the city or county and attach with other supporting documents on or before **5:00 PM, April 18, 2025**

Appendix A
Updated Sample Motor Vehicle Crime Prevention Authority Resolution

Applicants must use the language below to meet the minimum legal elements to execute an agreement with the MVCPA through the grant application process. Cities and counties not wanting to use the sample below must address all the legal elements contained herein.

2026 Blank City/County Resolution or Order or Ordinance
Motor Vehicle Crime Prevention Authority

2026 BLANK Resolution

Taskforce Grant Program

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle theft, motor vehicle burglary and fraud-related motor vehicle crime; and

WHEREAS, BLANK has agreed that in the event of loss or misuse of the grant funds, BLANK assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that TITLE, is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that TITLE, is designated as the Program Director and TITLE, is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2025.

NAME

TITLE: County Judge /Mayor/ City Manager

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

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AUTHORIZING THE TOWN TO SUBMIT A GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR THE 2026 AUTO THEFT TASK FORCE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Prosper finds it in the best interests of the citizens of the Town of Prosper ("Town") that the Town submit a grant application for the Auto Theft Task Force Grant Program to be funded by the Motor Vehicle Crime Prevention Authority Taskforce Grant Program for the 2026 fiscal year; and

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat Auto Theft; and

WHEREAS, the Town agrees to provide applicable matching funds for said project as required by the Motor Vehicle Crime Prevention Authority grant application; and

WHEREAS, the Town agrees that in the event of the loss or misuse of the grant funds, the Town agrees and assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority in full.

WHEREAS, the Town designates the Budget Officer & Grants Administrator as the Authorized Official to apply for, accept, reject, alter, or terminate the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant on behalf of the Town; and

WHEREAS, the Town designates that Jon Kundak is designated as the Program Director and Marcus Northcutt is designated as the Financial Officer for this grant.

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

SECTION 1

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

SECTION 2

The Town Council of the Town of Prosper does hereby approve the submission of the grant application for the Motor Vehicle Crime Prevention Authority 2026 Auto Theft Task Force Grant Program

SECTION 3

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS THE 8TH DAY OF APRIL, 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

TOWN ATTORNEY

To: Mayor and Town Council

From: Terrence S. Welch, Town Attorney

Through: Mario Canizares, Town Manager
Doug Kowalski, Chief of Police

Re: Electric Bicycle Ordinance

Town Council Meeting – April 8, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending the Code of Ordinances, Chapter 12, "Traffic and Vehicles", Section 12.01.001, "Definitions", of Article 12.01 "General Provisions" by adding a definition of "Electric Bicycle" and amending the definition of "Vehicle or Motor Vehicle".

Description of Agenda Item:

The purpose of this Ordinance is to amend the Town's existing traffic regulations to include a definition of "electric bicycle" and further, to include an electric bicycle as a "vehicle or motor vehicle," as referenced in the Town's traffic ordinances. This ordinance amendment would result in the ability of police officers to issue citations for electric bicycles that are operated off-pavement or off the main-traveled portion of a roadway onto any private or public property (which includes parks and other Town property) without the effective consent of the owner. Practically, if an electric bicycle is operated on Town property (other than a roadway, for example) without the Town's consent, the Town could issue a citation. This ordinance does not prohibit the operation of electric bicycles as authorized by Chapter 664 of the Texas Transportation Code. Chapter 664 generally recognizes an electric bicycle as a bicycle.

Additionally, since electric bicycles include labels or decals that identify them as Class 1, 2 or 3 electric bicycles, the label or decal designating an electric bicycle as a Class 1, 2 or 3 electric bicycle is *prima facie* evidence of such classification.

Budget Impact:

There is no budgetary impact affiliated with this item.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

The Town Attorney recommends that the Town Council approve adopting an ordinance amending Chapter 12, "Traffic and Vehicles", Section 12.01.001, "Definitions", of Article 12.01 "General Provisions" by adding a definition of "Electric Bicycle" and amending the definition of "Vehicle or Motor Vehicle".

Proposed Motion:

I move to approve an ordinance an ordinance amending Chapter 12, "Traffic and Vehicles", Section 12.01.001, "Definitions", of Article 12.01 "General Provisions" by adding a definition of "Electric Bicycle" and amending the definition of "Vehicle or Motor Vehicle".

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

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A DEFINITION OF "ELECTRIC BICYCLE" TO SECTION 12.01.001, "DEFINITIONS," OF ARTICLE 12.01,"GENERAL PROVISIONS," OF CHAPTER 12, "TRAFFIC AND VEHICLES"; AMENDING THE DEFINITION OF "VEHICLE OR MOTOR VEHICLE" CONTAINED IN SECTION 12.01.001, "DEFINITIONS," OF ARTICLE 12.01, "GENERAL PROVISIONS," OF CHAPTER 12, "TRAFFIC AND VEHICLES" TO INCLUDE AN ELECTRIC BICYCLE AS A "VEHICLE OR MOTOR VEHICLE"; MAKING FINDINGS; PROVIDING A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

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

WHEREAS, the Town has determined that electric bicycles have proliferated in the Town and on numerous occasions electric bicycles have been used in such a manner as to seriously damage parks and/or parkland in the Town; and

WHEREAS, it is the desire of the Town Council to define and include electric bicycles as a "vehicle or motor vehicle" so that their use falls under the provisions of existing Town ordinances that regulate the operation of vehicles in the Town; and

WHEREAS, the Town Council of the Town of Prosper, Texas, has determined that it is in the public's best interest and in furtherance of the health, safety, morals, and general welfare of the citizens of the Town to provide for such regulation of electric bicycles.

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

SECTION 1

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town of Prosper, and they are hereby approved and incorporated into the body of this Ordinance as if restated herein in their entirety.

SECTION 2

From and after the effective date of this Ordinance, Section 12.01.001, "Definitions," of Article 12.01,"General Provisions," of Chapter 12, "Traffic and Vehicles," of the Town's Code of Ordinances is hereby amended by adding a definition of "Electric Bicycle," to read as follows:

"§ 12.01.001. Definitions.

In this chapter:

* * *

Electric bicycle. Any bicycle that is equipped with fully operable pedals; an electric motor of fewer than 750 watts; and with a top assisted speed of 28 miles per hour or less. Pursuant to Chapter 664 of the Texas Transportation Code, as amended, an electric bicycle may be classified as either a Class 1 electric bicycle, a Class 2 electric bicycle, or a Class 3 electric bicycle. A “Class 1 electric bicycle” means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a top assisted speed of 20 miles per hour or less. A “Class 2 electric bicycle” means an electric bicycle equipped with a motor that may be used to propel the bicycle without the pedaling of the rider and with a top assisted speed of 20 miles per hour or less. A “Class 3 electric bicycle” means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a top assisted speed of more than 20 but less than 28 miles per hour. For purposes of this definition, “top assisted speed” means the speed at which the bicycle’s motor ceases propelling the bicycle or assisting the rider. A label or decal on an electric bicycle identifying it as a Class 1, Class 2 or Class 3 electric bicycle shall be prima facie evidence of same.

* * *

SECTION 3

From and after the effective date of this Ordinance, Section 12.01.001, “Definitions,” of Article 12.01, “General Provisions,” of Chapter 12, “Traffic and Vehicles,” of the Town’s Code of Ordinances is hereby amended by amending the definition of “Vehicle or motor vehicle,” to read as follows:

“§ 12.01.001. Definitions.

In this chapter:

* * *

Vehicle or motor vehicle. A device that can be used or is intended to be used to transport or draw persons and/or property on a highway or street, including but not limited to a car, truck, trailer, truck-tractor, semitruck, tractor-trailer, electric bicycle or motorcycle.

* * *

SECTION 4

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in an amount as provided in § 1.01.009 of the Town of Prosper’s Code of Ordinances for each offense, and each day shall constitute a separate offense.

SECTION 5

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, and any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6

This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 8TH DAY OF APRIL, 2025.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



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: Notice of Appeals

Town Council Meeting – April 8, 2025

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

Agenda Item:

Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning Ordinance, regarding action taken by the Planning & Zoning Commission on Preliminary Site Plans and Site Plans.

Description of Agenda Item:

Attached are the Preliminary Site Plans and Site Plans that were acted on by the Planning & Zoning Commission on April 1, 2025. Per the Zoning Ordinance, the Town Council can direct staff to submit a written notice of appeal on behalf of the Town Council to the Development Services Department for any Preliminary Site Plans and Site Plans acted on by the Planning & Zoning Commission.

Budget Impact:

There is no budgetary impact affiliated with this item.

Attached Documents:

1. DEVAPP-24-0099 – Eagle Crossing Addition, Block A, Lots 1R1, 2R, and 3 (Approved 7-0)
2. DEVAPP-24-0172 – Hunter Gateway Centre, Block A, Lots 10 & 14-15 (Approved 7-0)

Town Staff Recommendation:

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

Proposed Motion:

N/A

PLOTTED BY: DAN CABALLERO
 PLOT DATE: 3/26/2025 4:56 PM
 LOCATION: Z:\PROJECTS\PROJECTS\2021-082 CROSSMAR EAGLE CROSSING\1\CADD\SHEETS\SP-1 SITE PLAN.DWG
 LAST SAVED: 3/25/2025 2:13 PM

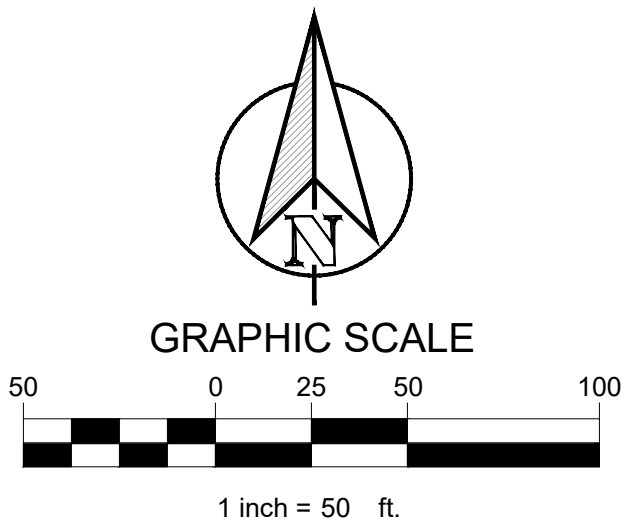
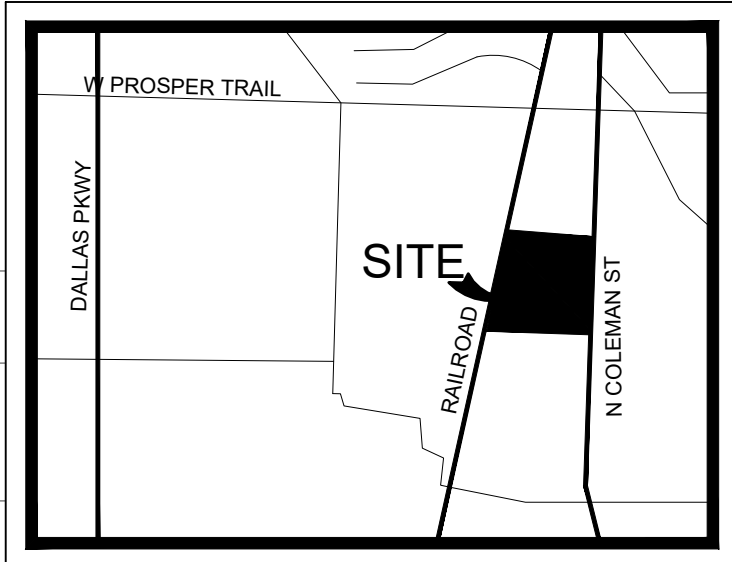
FLOODPLAIN NOTE

ACCORDING TO MAP NO. 48085C0235J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS WITHIN ZONE "X" (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE

WATER METER SCHEDULE

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



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

SITE DATA TABLE	BLOCK A, LOT 3	BLOCK A, LOT 1R1	BLOCK A, LOT 2R
EXISTING ZONING	COMMERCIAL	COMMERCIAL	COMMERCIAL
PROPOSED USE	OFFICE/WAREHOUSE	RETAIL/OFFICE	RETAIL/MEDICAL
BUILDING HEIGHT	1 STORY/1-STORY (29')	1 STORY/1-STORY (29')	1 STORY/1-STORY (29')
BUILDING AREA	43,583 SF (10,000 SF OFFICE, 33,583 SF WAREHOUSE) 29,946 SF (9,500 SF OFFICE, 20,446 SF WAREHOUSE)	31,828 SF	16,152
PARKING REQUIRED	56 OFFICE 54 WAREHOUSE	28 OFFICE 89 RETAIL/MEDICAL	65 RETAIL/MEDICAL
REQUIRED PARKING RATIO	1/350 SF (GENERAL OFFICE) 1/1000 (WAREHOUSE)	1/350 SF (GENERAL OFFICE) 1/250 (MEDICAL/DENTAL) 1/250 (RETAIL)	1/350 SF (GENERAL OFFICE) 1/250 (MEDICAL/DENTAL) 1/250 (RETAIL)
PARKING PROVIDED	110	125	68
LAND AREA (AC)	5.44	2.53	1.53
LAND AREA (SF)	237,078	110,292	66,618
IMPERVIOUS AREA (SF)	188,509	98,943	56,520
HANDICAP REQUIRED	5	5	3
VAN HANDICAP PROVIDED	4	3	1
TOTAL HANDICAP PROVIDED	8	6	4
COVERAGE	REQ. 50% PROV. 31.0%	REQ. 50% PROV. 28.9%	REQ. 50% PROV. 24.2%
FLOOR RATIO	REQ. 0.50:1 PROV. 0.31:1	REQ. 0.50:1 PROV. 0.29:1	REQ. 0.50:1 PROV. 0.24:1
OPEN SPACE REQUIRED (7% SITE AREA SF)	16,595	7,720	4,663
OPEN SPACE PROV. (SF)	16,861	8,433	8,154
INTERIOR LANDSCAPE REQ. (15 SF PER PARKING)	1,650	1,875	1,020
INTERIOR LANDSCAPE PROV.	3,420	2,916	1,944

SITE PLAN NOTES

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

CASE #: DEVAPP-24-0099

EAGLE CROSSING ADDITION
BLOCK A, LOTS 1R1, 2R, AND 3

SITE PLAN

LOT 1R1

CROSSMAR TEXAS INVESTMENTS 2 LLC

2500 NE 11TH STREET STE 300, BENTONVILLE, AR 72712

PH: 479.876.8377

OWNERS:

CONTACT NAME: CHRIS CROSSLAND

LOT 2R

CROSSMAR TEXAS INVESTMENTS 2 LLC

2500 NE 11TH STREET STE 300, BENTONVILLE, AR 72712

PH: 479.876.8377

CONTACT NAME: CHRIS CROSSLAND

LOT 3

CROSSMAR TEXAS INVESTMENTS 4 LLC

2500 NE 11TH STREET STE 300, BENTONVILLE, AR 72712

PH: 479.876.8377

CONTACT NAME: CHRIS CROSSLAND

APPLICANT/REPRESENTATIVE:

CLAYMOORE ENGINEERING, INC.

1903 CENTRAL DRIVE, SUITE #406, BEDFORD, TX 76021

PH: 817.281.0572

CONTACT NAME: DREW DONOSKY

SURVEYOR:

EAGLE SURVEYING, LLC

210 S. ELM STREET, SUITE #104, DENTON, TX 76201

PH: 940.222.3009

CONTACT NAME: TEDD A GOSSETT

LEGAL DESCRIPTION:

EAGLE CROSSING ADDITION

BLOCK A, LOT 1R1, LOT 2R, AND LOT 3

BEING 9.51 ACRES

TOWN OF PROSPER, COLLIN COUNTY, TEXAS

CITY:

PROSPER

STATE:

TEXAS

COUNTY:

COLLIN

SURVEY:

COLLIN COUNTY SCHOOL LAND

ABSTRACT NO.:

147

DESIGN:

ASD

DRAWN:

DC

CHECKED:

ASD

DATE:

3/26/2025

SHEET

SP-1

File No.

Page 70

TEXAS REGISTRATION #14199
 Item 6
 CLAYMOORE ENGINEERING
 1903 CENTRAL DR. #406
 BEDFORD, TX 76021
 PHONE: 817.281.0572
 WWW.CLAYMOOREENG.COM

STATE OF TEXAS
 DREW DONOSKY
 PROFESSIONAL ENGINEER
 3/26/2025

EAGLE CROSSING ADDITION BLOCK A, LOTS 1R1, 2R, AND 3 PROSPER, TEXAS

NO.	DATE	REVISION	BY

SITE PLAN



*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARD
**ADDITIONAL PARKING ABOVE REQUIRED MAY BE USED FOR

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARD

NOTES

ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.

1. ALL DEVELOPMENT STANDARDS SHALL FOLLOW TOWN STANDARDS.
2. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN OF PROSPER.
3. ALL DEVELOPMENT STANDARDS SHALL FOLLOW FIRE REQUIREMENTS PER THE TOWN OF PROSPER.
4. 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.
5. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
6. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHARGES FOR THE PROPOSED LAND USE AT THE TIME OF CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
7. 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 PROPOSED PROPERTY, THE PRELIMINARY SITE PLAN FOR THE REMAINING PROPERTY SHALL BE NULL AND VOID.
8. OPEN SPACE REQUIREMENTS SHALL FOLLOW THE ZONING ORDINANCE, PER TRACT. OPEN SPACE SHALL NOT INCLUDE VEHICLE PAVING, REQUIRED PARKING LOT LANDSCAPE AREAS, BUILDING FOOTPRINT, UTILITY YARDS, REQUIRED LANDSCAPE SETBACKS, ETC.
9. THE BUILDINGS SHALL COMPLY WITH THE REQUIREMENTS FOR RECESSES AND PROJECTIONS WHEN 100 FEET OR GREATER IN LENGTH.

Town of Prosper, Collin County, Texas
Submitted: March 18, 2025

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

*HANDICAP PARKING IS PROVIDED IN ACCORDANCE WITH TAS STANDARD

US HIGHWAY NO. 380
VARIABLE WIDTH ROW
US 380 W
E. UNIVERSITY DR

TRACT 2
HUB 380 P II, LP
(INST.NO. 2023000023495)
PD-2
RETAIL/COMMERCIAL

PERIODIC STAMPED/STAINED CONCRETE TO BE PROVIDED ALONG FIRE
LANE CONNECTION FROM RICHLAND BOULEVARD TO US 380. "NO
THRU-TRAFFIC" SIGNAGE TO BE PROVIDED AT EACH ENTRANCE

HONE: 469-301-2580 FAX: 972-239-3820

TESLA SSD FACILITY

PRELIMINARY SITE PLAN

SHEET NUMBER
PSP - 1

Eagles Crossing Addition, Block A, Lots 1R1, 2R, & 3 (DEVAPP-24-0099)

Information

Purpose:

- Construct two office/warehouse buildings totaling 73,529 square feet with associated parking.
 - Lot 1R1 – Existing Office/Retail Building (31,828 SF)
 - Lot 2R – Existing Medical Office/Retail Building (16,152 SF)
 - Lot 3 – Office/Warehouse Building (43,583 SF) & Office/Warehouse Building (29,946 SF)
- Enlarge Lot 3 by adjusting the rear (western) property lines of Lots 1R1 and 2R.









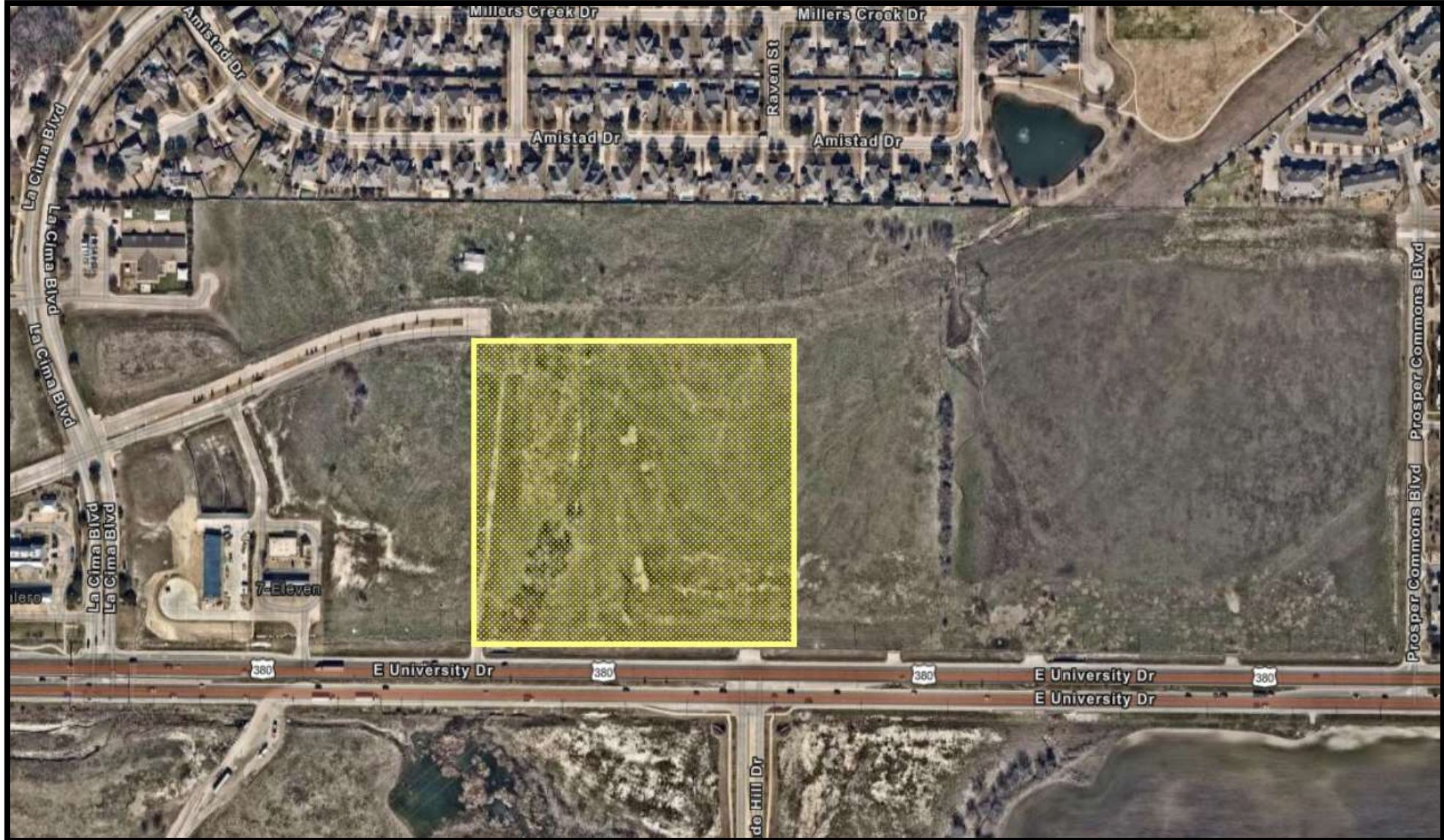
Hunter Gateway Centre, Block A, Lots 10, 14, & 15 (DEVAPP-24-0172)

Information

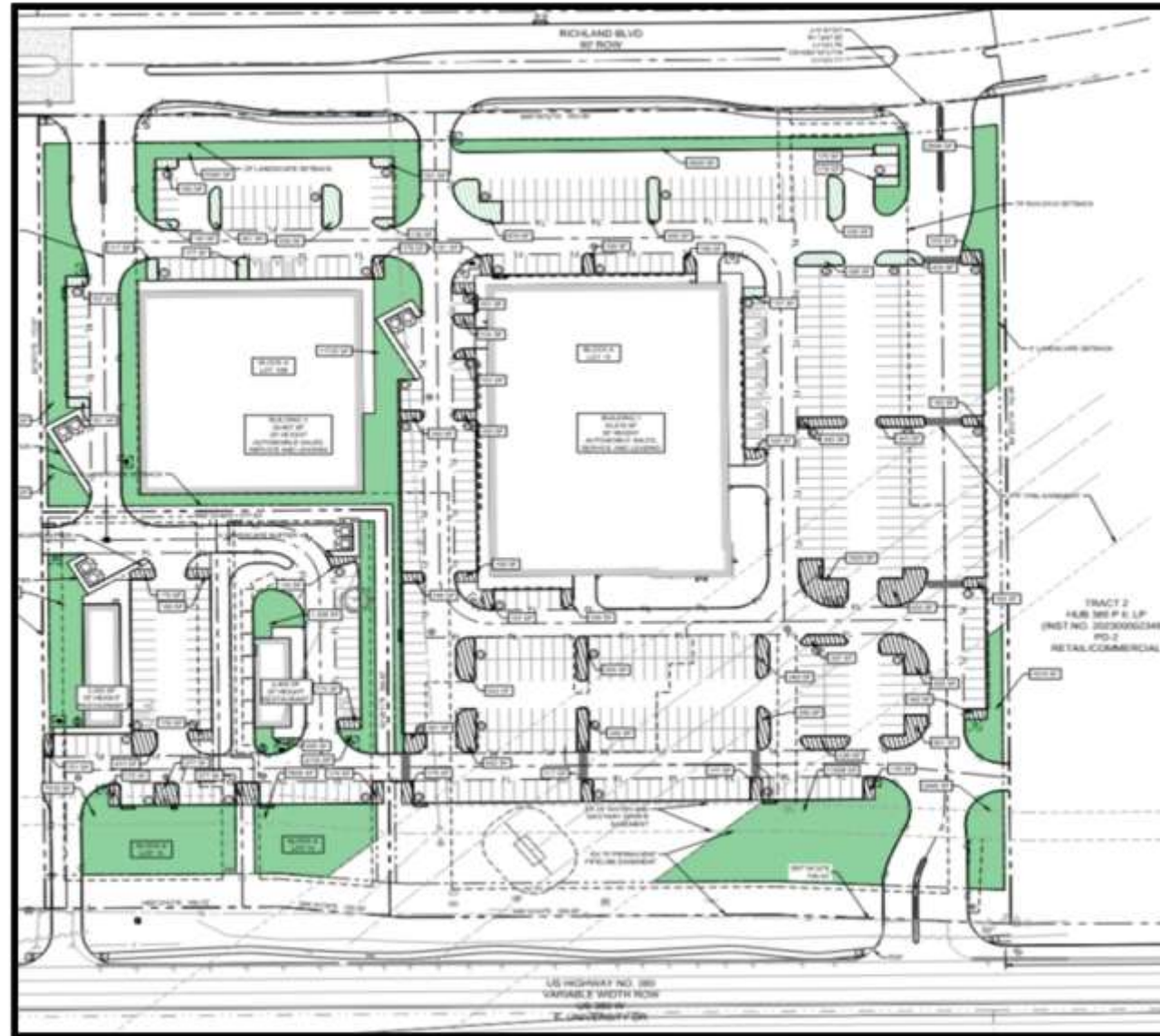
Purpose:

- Construct four buildings totaling 89,158 square feet with associated parking.
 - Lot 10 – Automobile Sales, Service, and Leasing Buildings (83,485 SF)
 - Building 1 (50,818 SF)
 - Building 2 (32,667 SF)*
 - Lot 14 – Drive-Through Restaurant (2,400 SF)*
 - Lot 15 – Restaurant (3,300 SF)*

*Buildings will be constructed in Phase 2 of the development.









PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Prosper Trail Right of Way Landscape Enhancements

Town Council Meeting – April 08, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-07-B to Central North Construction, LLC for Prosper Trail Right of Way Landscape Enhancements in the amount of \$390,000.

Description of Agenda Item:

This construction contract is for landscape and irrigation improvements to the right of way along the south side of Prosper Trail between Preston Road and Deer Run Lane. The plans call for a variety of evergreen shrubs, ornamental trees and large shade trees to be planted in landscape beds entirely within the Right-of-Way.

The CIP Subcommittee approved this project in their meeting on July 1, 2024. Staff sent letters to the 13 affected residents that live on Chandler Circle to notify them of the project.

The Town received nine bids, listed in the attached bid tabulation.

Budget Impact:

The total cost of the construction contract is \$ 390,000.00. Funding for this contract is available in account PK202150-CONST-CONST.

Legal Obligations and Review:

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

Attached Documents:

1. Bid Tabulation
2. CSP Scoring Matrix
3. Construction Contract

Town Staff Recommendation:

Town Staff recommends the Town Council authorize the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-07-B to Central North Construction, LLC for Prosper Trail Right of Way Landscape Enhancements in the amount of \$390,000.

Proposed Motion:

I move to authorize the Town Manager to execute a Construction Agreement awarding Competitive Sealed Bid No. 2025-07-B to Central North Construction, LLC for Prosper Trail Right of Way Landscape Enhancements in the amount of \$390,000.



TOWN OF PROSPER PROPOSAL TABULATION SUMMARY

Solicitation Number	CSP No. 2025-07-B
Solicitation Title	Prosper Trail Right of Way Landscape Enhancements
Close Date	3/11/2025 at 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total	Total Days
Central North Construction, LLC	Allen	TX	3/11/2025 01:38:02 PM (CT)	\$390,000.00	135
Sundrop Gardens Landscaping LLC	Richardson	TX	3/10/2025 12:32:20 PM (CT)	\$486,980.05	140
American Landscape Systems	Lewisville	TX	3/10/2025 11:12:30 PM (CT)	\$526,028.50	134
SRH Landscapes LLC	Dallas	TX	3/11/2025 06:36:37 AM (CT)	\$530,000.00	150
Pace Construction Services	Melissa	TX	3/11/2025 01:33:10 PM (CT)	\$539,000.00	200
The Fain Group	Fort Worth	TX	3/11/2025 01:30:40 PM (CT)	\$562,307.20	134
Keane Landscaping	Wylie	TX	3/11/2025 12:00:00 AM (CT)	\$600,409.59	60
Ratliff Hardscape, Ltd	Lewisville	TX	3/11/2025 12:48:36 PM (CT)	\$702,408.00	120
C. Green Scaping, LP	Fort Worth	TX	3/11/2025 11:09:01 AM (CT)	\$702,725.30	120

****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:	March 11, 2025
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CSP NO. 2025-07-B

Prosper Trail Right of Way Landscape Enhancements

EVALUATION MATRIX		Central North Constuction		Sundrop Gardens Landscaping		American Landscape Systems		SRH Landscapes		Pace Construction		The Fain Group		Ratliff Hardscape		C. Green Scaping	
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%	10.00	6.50	8.01	5.21	7.41	4.82	7.36	4.78	7.24	4.70	6.94	4.51	5.55	3.61	5.55	3.61
Proposed Project Timeline	25%	8.89	2.22	8.57	2.14	8.96	2.24	8.00	2.00	6.00	1.50	8.96	2.24	10.00	2.50	10.00	2.50
Qualifications and Experience	10%	8.67	0.87	4.67	0.47	6.33	0.63	5.00	0.50	5.33	0.53	7.33	0.73	7.00	0.70	7.00	0.70
TOTAL	100%		9.59		7.82		7.69		7.28		6.74		7.48		6.81		6.81

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
 COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **Central North Construction, LLC**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

CSP NO. 2025-07-B PROSPER TRAIL RIGHT OF WAY LANDSCAPE ENHANCEMENTS

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 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 **Three hundred ninety thousand dollars and 00 cents (\$390,000.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **120** calendar days after the date of the Notice to Proceed for the base proposal. Within **15** 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

CSP NO: 2025-07-B PROSPER TRAIL RIGHT OF WAY LANDSCAPE ENHANCEMENTS

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. 2024-07-B PROSPER TRAIL RIGHT OF WAY LANDSCAPE ENHANCEMENTS

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:

- 1) Premises / Operations
 - 2) Broad Form Contractual Liability
 - 3) Products and Completed Operations
 - 4) Personal Injury
 - 5) Broad Form Property Damage
 - 6) Explosion Collapse and Underground (XCU) Coverage.
- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
 - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
 - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
 - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

3. Deductible and Self-Insured Retentions

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

4. Other Insurance Provisions

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

- a. General Liability and Automobile Liability Coverage
 - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.

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

b. Workers' Compensation and Employer's Liability Coverage

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

c. All Coverages

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

5. Acceptability of Insurers

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

6. Verification of Coverage

Contractor shall provide the Town with certificates of insurance indicating 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**TOWN OF PROSPER, TEXAS**Central North Construction, LLCBy: Title: Senior Officer/ VPDate: 3-24-2025Address: 5970 Lindsey Lane
Allen, Texas 75002Phone: 469-569-9781Email: jhendrix@cnccllc.orgBy: **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

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____, whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of **three hundred ninety thousand Dollars (\$390,000)** plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **8th day of April, A.D. 2025**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2025-07-B
PROSPER TRAIL RIGHT OF WAY LANDSCAPE ENHANCEMENTS

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2025.

ATTEST:

PRINCIPAL:

Company Name _____

By: _____

By: _____

Signature
Signature

Typed/Printed Name _____

Typed/Printed Name _____

Title _____

Title _____

Address _____

Address _____

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone FaxBy: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of **three hundred ninety thousand Dollars (\$390,000)** (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **8th day of April, A.D. 2025**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2025-07-B
PROSPER TRAIL RIGHT OF WAY LANDSCAPE ENHANCEMENTS

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2025.

ATTEST:

PRINCIPAL:

Company Name

By: _____

By: _____

Signature

Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City

State

Zip

City

State

Zip

Phone

Fax

Phone

Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone FaxBy: _____
Signature_____
Printed Name_____
Title_____
Address_____
City State Zip_____
Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
 COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of **three hundred ninety thousand Dollars (\$390,000)** (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the _____ **8th day of April, 2025**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

CSP NO. 2025-07-B PROSPER TRAIL RIGHT OF WAY LANDSCAPE ENHANCEMENTS

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

CSP NO: 2025-07-B PROSPER TRAIL RIGHT OF WAY LANDSCAPE ENHANCEMENTS

(Document Version 04/24)

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the ____ day of _____, 2025.

ATTEST:

PRINCIPAL:

Company Name

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

By: _____
Signature

Typed/Printed Name

Title

Address

City State Zip

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax



PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Subject – Park Improvement and Parkland Dedication Agreement with
Park Place Phase 1 Property Developments

Town Council Meeting – April 8, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development.

Description of Agenda Item:

By Town Ordinance, developers in Prosper are assessed Park Improvement and Parkland Dedication fees for residential development. These fees and dedicated land are used to build parks, park amenities, and hike and bike trails. The fee structure is \$1,500 per single-family residential unit, and 1 acre of parkland dedicated per 35 single-family units, or the equivalent in cash based on current market value per acre of land.

The developer of Park Place Phase 1 is requesting consideration of an amended request to use a portion of the fees from the development to pay for a widened walk within the development adjacent to West Prosper Trail. The developer is required to build a six-foot trail, but their desire is to build a ten-foot trail and receive reimbursement for the difference in cost. The improvement is illustrated in the exhibits of the attached Agreement. The developer will construct the improvement outlined in the Agreement and provide proof of costs to Town Staff. If the costs are approved, the amount is reimbursed to the developer in lieu of Park Improvement Fee payments due to the Town.

The Town's Hike and Bike Trail Master Plan calls for a ten-foot trail along the north side of West Prosper Trail adjacent to the community park.

The Parks and Recreation Board unanimously approved a previous version of this Park Improvement Fee Agreement at their February 13, 2025, meeting, however Town Council denied the developer's initial request at the February 25, 2025, Town Council Meeting.

Budget Impact:

Park Improvement Fees set forth in this Agreement:

- Park Place Phase 1 – 206 lots @ \$1,500 = \$309,000.

Parkland Dedication Fees set forth in this Agreement:

- Park Place Phase 1 – 206 lots @ 1 acre per 35 residential units = 5.885714 acres. Land valuation of \$108,444 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$638,270.

The developer requests that the fees be placed in an escrow account to reimburse actual expenses that are approved by the Town. Total Park Fee Credit being requested is \$93,515.90.

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. Park Improvement Fee Agreement for Park Place Phase 1

Town Staff Recommendation:

Town Staff recommends approval of a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development.

Proposed Motion:

I move to approve a Park Improvement Fee Agreement between the Town of Prosper and PPP 100 DEV LLC, for the Park Place Phase 1 development.

After Recording Return to:

Town Manager
 Town of Prosper
 P. O. Box 307
 Prosper, Texas 75078

PARK IMPROVEMENT FEE AGREEMENT
 (PARK PLACE PHASE 1)

THIS PARK IMPROVEMENT FEE AGREEMENT (the "**Agreement**") is made and entered into as of this ____ day of _____, 2025 (the "**Effective Date**"), by and among **PPP 100 DEV LLC**, a Texas limited liability company ("**Developer**"), and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("**Town**"), on the terms and conditions hereinafter set forth.

W I T N E S S E T H:

WHEREAS, Developer desires to fulfill its park improvement fee obligations associated with the development of the Property (as hereinafter defined in Section 1), as prescribed in the Town's ordinances; and

WHEREAS, in consideration of Developer's actions set forth below, the Town agrees that Developer may fulfill its park improvement fee obligations in the manner set forth below.

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

1. Land Subject to Agreement. The land that is subject to this Agreement is that certain real property owned by Park Place in the Town of Prosper, Denton County, Texas, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**").

2. Payments.

(a) Notwithstanding any provision in this Agreement to the contrary, the Property shall be assessed park improvement fees in the amount of \$1,500 per single family unit in the Property (the "**Park Improvement Fees**") in accordance with the Town's ordinances as they now exist or hereafter may be amended. These payments of and/or credits to the Park Improvement Fees shall be in accordance with the obligations set forth in this Agreement.

(i) Park Place Phase 1 – 206 lots @ \$1,500 = \$309,000.

(b) The Property shall satisfy the parkland dedication requirement in accordance with the Town's ordinances via the payment of a fee in lieu of dedication (the "**Park Dedication Fees**"). The fee in lieu of dedication for the Property is detailed below:

- (i) Park Place Phase 1 – 206 lots @ 1 acre per 35 residential units = 5.886 acres.
Land valuation of \$108,444 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$638,270.

3. **Trail Improvements Credits.**

(a) The Town shall provide credits to the Park Improvement Fees in an amount equal to the Construction Costs (as hereinafter defined in Section 3(c)) of the 10' Collector Trails constructed adjacent to the Property as generally shown on Exhibit B and illustrated on the Town's Hike and Bike Master Plan (collectively, the "**Trail Improvements**") that exceed the cost to construct a standard width sidewalk by Developer pursuant to this Agreement. Provided that the Developer completes the Trail Improvements in accordance with this Agreement, the Town shall provide Credits (as hereinafter defined in Section 3(d)) to residential developments within the Property, from time to time for the Construction Costs of the Trail Improvements. No credit will be given to non-residential developments.

(b) The Trail Improvements shall be constructed in accordance with all applicable Town ordinances, rules and regulations, and substantially in accordance with the plans and specifications for construction of the Trail Improvements. Any modification or amendment to such plans and specifications is subject to approval by the Town, which approval will not be unreasonably withheld, conditioned or delayed.

(c) As a condition to receiving any Credit, Developer shall tender to the Town evidence, in a form(s) reasonably acceptable to the Town, including affidavits of payment/affidavits as to debts and liens ("**Evidence of Payment(s)**"), of the Construction Costs of the Trail Improvements incurred and paid by Developer. The term "**Construction Costs**" as used herein shall include engineering and landscape architecture design costs, surveying costs, construction costs, and geotechnical materials testing costs.

(d) Upon Developer providing the Town the Evidence of Payment(s), the Town will credit the Developer for the amount of Construction Costs (each, a "**Credit**") set forth in the Evidence of Payment(s), which Credit shall be applied toward the actual amount of the Park Improvement Fees due or that may become due on the Property.

4. **Default.** Prior to the exercise of any remedy by the Town or Developer due to a default by any of the parties, (i) the non-defaulting party shall deliver a written notice to the defaulting party formally notifying in reasonable detail the defaulting party of its default, and (ii) the default(s) identified in the default notice shall not be a default hereunder and the non-defaulting party shall not exercise any remedy if the default is cured within thirty (30) days following the defaulting party's receipt of such default notice; provided, however, that if such default is non-monetary and cannot reasonably be cured within such thirty (30) day period, the defaulting party may have a reasonable period of time to cure such default if the defaulting party commences action to cure such default within such period of thirty (30) days and thereafter diligently proceeds to cure such default and provided that such extended period does not exceed an additional thirty (30) days. Notwithstanding anything to the contrary, the parties agree that if a default is not cured within the applicable time period, the sole and exclusive remedies of the non-defaulting party will be to terminate this Agreement and thereafter the parties will not have any further rights, duties or

obligations under this Agreement, except that any obligations or liabilities that accrued prior to the date of termination will survive.

5. Covenant Running with Land. The obligations set forth herein relate to the Property, in whole and in part, and this Agreement shall be a covenant running with the land and the Property and shall be binding upon the Developer and their respective successors, assignees, and grantees. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released either by (i) upon request by Developer for a Property upon completion of the Trail Improvements within its limits, payment of its Park Improvement Fees as established by Section 2(a) less the Trail Improvements Credits established by Section 3 or (ii) automatically as to each lot therein which is conveyed subsequent to the final plat for the Property, or portion thereof, being reviewed, approved and executed by the Town and filed in the Denton County Real Property Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely upon this Section to establish whether such termination has occurred with respect to any lot.

6. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Town:	Town of Prosper Attn: Town Manager 250 W. First Street P. O. Box 307 Prosper, Texas 75078 Telephone: (972) 346-2640
-------------	--

With a copy to:	Town Attorney 250 W. First Street P. O. Box 307 Prosper, Texas 75078 Telephone: (972) 346-2640
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If to Developer:	PPP Dev 100, LLC ATTN: Vijay Borra 826 Mango Court Coppell, TX 75019 Telephone: (972) 304-0506
------------------	--

7. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

8. **Application of Texas Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

9. **Prevailing Party in Event of Legal Action.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any final non-appealable judgement in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

11. **Invalidation.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. **Counterparts.** A telecopied facsimile or emailed pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

13. **Town Manager Authorized to Execute.** The Town Manager of the Town of Prosper is authorized to execute this Agreement on behalf of the Town.

14. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

15. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

17. Roughly Proportionate Determination under Texas Law. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise Developer regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement, if any, as a condition of zoning approval, including the terms of this Agreement, are roughly proportional or roughly proportionate to the Project's anticipated impact. Developer specifically reserves their rights to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby waives and releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure improvements required by this Agreement. This Paragraph shall survive the termination of this Agreement.

18. Rough Proportionality Determination under Federal Law. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements in this Agreement, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. This Paragraph shall survive the termination of this Agreement.

19. Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all ordinances of the Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides the Town with fair notice of Developer's project. This Section shall survive the termination of this Agreement.

20. Developer's Warranties/Representations. All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to the Town under this Agreement shall be considered to have been relied upon by the Town and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by the Town or on the Town's behalf.

21. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

22. Sovereign Immunity. The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, except as to Chapter 271, Subchapter I of the Local Government Code, to the extent applicable, if at all.

23. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

24. **Conveyances.** All conveyances required herein shall be made in a form acceptable to the Town and free and clear of any and all liens and encumbrances.

25. **Waiver.** Waiver by any party of any breach of this Agreement, or the failure of any party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive any such party's right thereafter to enforce and compel strict compliance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the Effective Date.

TOWN:

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares, Town Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Mario Canizares, Town Manager, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **THE TOWN OF PROSPER, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for the State of Texas

My Commission Expires: _____

DEVELOPER:

PPP DEV 100 LLC
a Texas limited liability company

By: McKinney Real Estate LLC
a Texas limited liability company
its Manager

By: _____
Vijay Borra, Manager

By: _____
Ramana Juvvadi, Manager

STATE OF TEXAS §

§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Vijay Bora, Manager of McKinney Real Estate LLC, a Texas limited liability company, the Manager of **PPP 100 DEV, LLC**, a Texas limited liability company, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public in and for the State of Texas

STATE OF TEXAS §

§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Ramana Juvvadi, Manager of McKinney Real Estate LLC, a Texas limited liability company, the Manager of **PPP 100 DEV, LLC**, a Texas limited liability company, who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability companies.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2025.

Notary Public in and for the State of Texas

Exhibit A**Property**

BEING a tract of land located in the J. DURRETT SURVEY, ABSTRACT NO. 350 and the L. NETHERLY SURVEY, ABSTRACT NO. 962, Denton County, Texas, and being part of a tract of land conveyed in Deed to Prosper 100 LP, according to the document of record filed in Instrument No. 2019-21287, Official Public Records, Denton County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped "DAA" found on the west line of a tract of land described in Deed as Tract IV to Blue Star Allen Land, LP, recorded in Instrument No. 2011-60030, O.P.R.C.C.T., at the common southeast corner of said Prosper 100 LP tract and the northeast corner of Lot 1, Block X, ARTESIA NORTH PHASE 4, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Cabinet 2016, Slide 76, Plat Records, Denton County, Texas (P.R.C.C.T.);

THENCE N 89° 32' 20" W, along the south line of said Prosper 100 LP tract, a distance of 2,751.04 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set on the north line of Lot 3, Block X, ARTESIA NORTH PHASE 2, an Addition to the Town of Prosper, Denton County, Texas, according to the Plat of record filed in Cabinet 2017, Slide 164, P.R.C.C.T.;

THENCE Leaving said south line, over and across said Prosper 100 LP tract, the following courses and distances:

N 00° 27' 40" E, a distance of 243.63 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 15° 53' 05" W, a distance of 74.81 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 20° 33' 12" W, a distance of 93.06 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 19° 11' 38" W, a distance of 92.93 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 15° 33' 55" W, a distance of 92.94 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set;

N 30° 13' 29" W, a distance of 98.75 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set on the common west line of said Prosper 100 LP tract and the east line of a tract of land conveyed in Deed to Prosper Hills, LLC, according to the document of record filed in Instrument No. 2017-82639, O.P.R.C.C.T.;

THENCE N 00° 12' 38" E, along the common line of said Prosper 100 LP tract and said Prosper Hills LLC tract, passing at a distance of 786.64 feet a 1/2" iron rod found and continuing in all

for a total distance of 805.79 feet to a 1/2" iron rod found at the common northwest corner of said Prosper 100 LP tract and the northeast corner of said Prosper Hills LLC tract;

THENCE N 89° 24' 39" E, along the north line of said Prosper 100 LP tract, a distance of 1,852.41 feet to a 1/2" iron rod found at the southeast corner of a tract of land conveyed in Deed to Prosper Meadows LP, according to the document of record filed in Instrument No. 2019-65177, O.P.R.C.C.T.;

THENCE N 89° 20' 59" E, along the common north line of said Prosper 100 LP tract and the south line of said Prosper Meadows LP tract, a distance of 1,057.81 feet to a 5/8" iron rod with a yellow cap stamped "RPLS 5674" set at the common northeast corner of said Prosper 100 LP tract and the northwest corner of the above mentioned Tract IV;

THENCE S 00° 12' 49" W, along the common east line of said Prosper 100 LP tract and the west line of said Tract IV, a distance of 1,524.31 feet to the POINT OF BEGINNING, and containing 98.241 acres of land, more or less.

Exhibit B

Trail Improvements

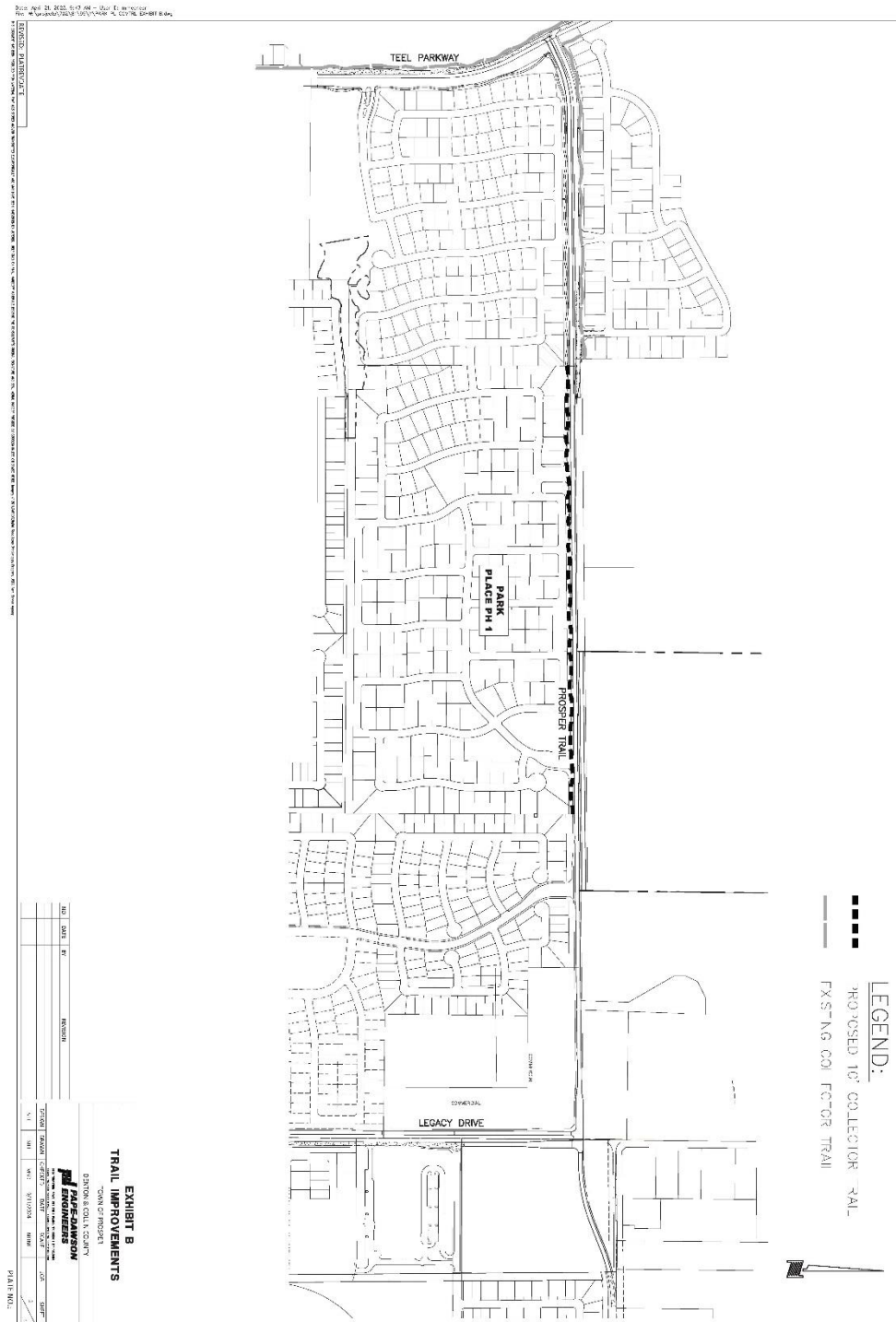


Exhibit B – Trail Improvements
(Park Place Ph 1)



PARKS AND RECREATION DEPARTMENT

To: Mayor and Town Council

From: Dan Baker, Director of Parks and Recreation

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

Re: Subject – Park Improvement and Parkland Dedication Agreement with
Park Place Phase 2 Property Developments

Town Council Meeting – April 8, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

Agenda Item:

Consider and act upon a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development.

Description of Agenda Item:

By Town Ordinance, developers in Prosper are assessed Park Improvement and Parkland Dedication fees for residential development. These fees and dedicated land are used to build parks, park amenities, and hike and bike trails. The fee structure is \$1,500 per single-family residential unit, and 1 acre of parkland dedicated per 35 single-family units, or the equivalent in cash based on current market value per acre of land.

The developer of Park Place Phase 2 is requesting consideration of an amended request to use a portion of the fees from the development to pay for a widened walk within the development adjacent to Teel Parkway and West Prosper Trail. The developer is required to build a six-foot trail, but their desire is to build a ten-foot trail and receive reimbursement for the difference in cost. The improvement is illustrated in the exhibits of the attached Agreement. The developer will construct the improvement outlined in the Agreement and provide proof of costs to Town Staff. If the costs are approved, the amount is reimbursed to the developer in lieu of Park Improvement Fee payments due to the Town.

The Town's Hike and Bike Trail Master Plan calls for a ten-foot trail along the north side of West Prosper Trail adjacent to the community park.

The Parks and Recreation Board unanimously approved a previous version of this Park Improvement Fee Agreement at their February 13, 2025 meeting, however Town Council denied the developer's initial request at the February 25, 2025, Town Council Meeting.

Budget Impact:

Park Improvement Fees set forth in this Agreement:

- Park Place Phase 2 – 166 lots @ \$1,500 = \$249,000.

Item 9.

Parkland Dedication Fees set forth in this Agreement:

- Park Place Phase 2 – 166 lots @ 1 acre per 35 residential units = 4.742857 acres. Land valuation of \$90,018 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$426,943.

The developer requests that the fees be placed in an escrow account to reimburse actual expenses that are approved by the Town. Total Park Fee Credit being requested is \$115,463.80.

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. Park Improvement Fee Agreement for Park Place Phase 2

Town Staff Recommendation:

Town Staff recommend approval of a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development.

Proposed Motion:

I move to approve a Park Improvement Fee Agreement between the Town of Prosper and Shaddock-Prosper Park Place 2, LLC, for the Park Place Phase 2 development.

After Recording Return to:

Town Manager
 Town of Prosper
 P. O. Box 307
 Prosper, Texas 75078

PARK IMPROVEMENT FEE AGREEMENT
 (PARK PLACE PHASE 2)

THIS PARK IMPROVEMENT FEE AGREEMENT (the "**Agreement**") is made and entered into as of this ____ day of _____, 2025 (the "**Effective Date**"), by and among **SHADDOCK-PROSPER PARK PLACE 2, LLC**, a Texas limited liability company ("**Developer**"), and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("**Town**"), on the terms and conditions hereinafter set forth.

W I T N E S S E T H:

WHEREAS, Developer desires to fulfill its park improvement fee obligations associated with the development of the Property (as hereinafter defined in Section 1), as prescribed in the Town's ordinances; and

WHEREAS, in consideration of Developer's actions set forth below, the Town agrees that Developer may fulfill its park improvement fee obligations in the manner set forth below.

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

1. Land Subject to Agreement. The land that is subject to this Agreement is that certain real property owned by Park Place in the Town of Prosper, Denton County, Texas, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "**Property**").

2. Payments.

(a) Notwithstanding any provision in this Agreement to the contrary, the Property shall be assessed park improvement fees in the amount of \$1,500 per single family unit in the Property (the "**Park Improvement Fees**") in accordance with the Town's ordinances as they now exist or hereafter may be amended. These payments of and/or credits to the Park Improvement Fees shall be in accordance with the obligations set forth in this Agreement.

(i) Park Place Phase 2 – 166 lots @ \$1,500 = \$249,000.

(b) The Property shall satisfy the parkland dedication requirement in accordance with the Town's ordinances via the payment of a fee in lieu of dedication (the "**Park Dedication Fees**"). The fee in lieu of dedication for the Property is detailed below:

- (i) Park Place Phase 2 – 166 lots @ 1 acre per 35 residential units = 4.743 acres. Land valuation of \$90,018 / acre per 2024 Denton Central Appraisal District valuation. Fee in lieu of dedication = \$426,943.

3. **Trail Improvements Credits.**

(a) The Town shall provide credits to the Park Improvement Fees in an amount equal to the Construction Costs (as hereinafter defined in Section 3(c)) of the 10' Collector Trails constructed adjacent to the Property as generally shown on Exhibit B and illustrated on the Town's Hike and Bike Master Plan (collectively, the "**Trail Improvements**") that exceed the cost to construct a standard width sidewalk by Developer pursuant to this Agreement. Provided that the Developer completes the Trail Improvements in accordance with this Agreement, the Town shall provide Credits (as hereinafter defined in Section 3(d)) to residential developments within the Property, from time to time for the Construction Costs of the Trail Improvements. No credit will be given to non-residential developments.

(b) The Trail Improvements shall be constructed in accordance with all applicable Town ordinances, rules and regulations, and substantially in accordance with the plans and specifications for construction of the Trail Improvements. Any modification or amendment to such plans and specifications is subject to approval by the Town, which approval will not be unreasonably withheld, conditioned or delayed.

(c) As a condition to receiving any Credit, Developer shall tender to the Town evidence, in a form(s) reasonably acceptable to the Town, including affidavits of payment/affidavits as to debts and liens ("**Evidence of Payment(s)**"), of the Construction Costs of the Trail Improvements incurred and paid by Developer. The term "**Construction Costs**" as used herein shall include engineering and landscape architecture design costs, surveying costs, construction costs, and geotechnical materials testing costs.

(d) Upon Developer providing the Town the Evidence of Payment(s), the Town will credit the Developer for the amount of Construction Costs (each, a "**Credit**") set forth in the Evidence of Payment(s), which Credit shall be applied toward the actual amount of the Park Improvement Fees due or that may become due on the Property.

4. **Default.** Prior to the exercise of any remedy by the Town or Developer due to a default by any of the parties, (i) the non-defaulting party shall deliver a written notice to the defaulting party formally notifying in reasonable detail the defaulting party of its default, and (ii) the default(s) identified in the default notice shall not be a default hereunder and the non-defaulting party shall not exercise any remedy if the default is cured within thirty (30) days following the defaulting party's receipt of such default notice; provided, however, that if such default is non-monetary and cannot reasonably be cured within such thirty (30) day period, the defaulting party may have a reasonable period of time to cure such default if the defaulting party commences action to cure such default within such period of thirty (30) days and thereafter diligently proceeds to cure such default and provided that such extended period does not exceed an additional thirty (30) days. Notwithstanding anything to the contrary, the parties agree that if a default is not cured within the applicable time period, the sole and exclusive remedies of the non-defaulting party will be to terminate this Agreement and thereafter the parties will not have any further rights, duties or

obligations under this Agreement, except that any obligations or liabilities that accrued prior to the date of termination will survive.

5. Covenant Running with Land. The obligations set forth herein relate to the Property, in whole and in part, and this Agreement shall be a covenant running with the land and the Property and shall be binding upon the Developer and their respective successors, assignees, and grantees. In addition, the parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released either by (i) upon request by Developer for a Property upon completion of the Trail Improvements within its limits, payment of its Park Improvement Fees as established by Section 2(a) less the Trail Improvements Credits established by Section 3 or (ii) automatically as to each lot therein which is conveyed subsequent to the final plat for the Property, or portion thereof, being reviewed, approved and executed by the Town and filed in the Denton County Real Property Records. Any third party, including any title company, grantee or lien holder, shall be entitled to rely upon this Section to establish whether such termination has occurred with respect to any lot.

6. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Town:	Town of Prosper Attn: Town Manager 250 W. First Street P. O. Box 307 Prosper, Texas 75078 Telephone: (972) 346-2640
With a copy to:	Town Attorney 250 W. First Street P. O. Box 307 Prosper, Texas 75078 Telephone: (972) 346-2640
If to Developer:	Shaddock-Prosper Park Place 2, LLC ATTN: William Shaddock 2400 Dallas Parkway, Suite 560 Plano, TX 75093 Telephone: (972) 985-5505

7. **Captions and Headings.** The captions and headings of the Sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement nor shall they be employed to interpret or aid in the construction of this Agreement.

8. **Application of Texas Laws and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

9. **Prevailing Party in Event of Legal Action.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any final non-appealable judgement in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

11. **Invalidation.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

12. **Counterparts.** A telecopied facsimile or emailed pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

13. **Town Manager Authorized to Execute.** The Town Manager of the Town of Prosper is authorized to execute this Agreement on behalf of the Town.

14. **Severability.** In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

15. **Binding Obligation.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

17. Roughly Proportionate Determination under Texas Law. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised, or have had the opportunity to have legal counsel review this Agreement and advise Developer regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town in this Agreement, if any, as a condition of zoning approval, including the terms of this Agreement, are roughly proportional or roughly proportionate to the Project's anticipated impact. Developer specifically reserves their rights to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby waives and releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure improvements required by this Agreement. This Paragraph shall survive the termination of this Agreement.

18. Rough Proportionality Determination under Federal Law. Developer hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution and Chapter 395 of the Texas Local Government Code in regard to this Agreement. Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements in this Agreement, if any, mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the projected impact of the terms of this Agreement. Developer further acknowledges that the benefits of zoning and platting have been accepted with full knowledge of potential claims and causes of action which may be raised now and in the future, and Developer acknowledges the receipt of good and valuable consideration for the release and waiver of such claims. This Paragraph shall survive the termination of this Agreement.

19. Vested Rights/Chapter 245 Waiver. The signatories hereto shall be subject to all ordinances of the Town, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides the Town with fair notice of Developer's project. This Section shall survive the termination of this Agreement.

20. Developer's Warranties/Representations. All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to the Town under this Agreement shall be considered to have been relied upon by the Town and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by the Town or on the Town's behalf.

21. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

22. Sovereign Immunity. The parties agree that the Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement, except as to Chapter 271, Subchapter I of the Local Government Code, to the extent applicable, if at all.

23. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

24. **Conveyances.** All conveyances required herein shall be made in a form acceptable to the Town and free and clear of any and all liens and encumbrances.

25. **Waiver.** Waiver by any party of any breach of this Agreement, or the failure of any party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive any such party's right thereafter to enforce and compel strict compliance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective as of the Effective Date.

TOWN:

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares, Town Manager

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Mario Canizares, Town Manager, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **THE TOWN OF PROSPER, TEXAS**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for the State of Texas

My Commission Expires: _____

DEVELOPER:

SHADDOCK-PROSPER PARK PLACE 2, LLC
a Texas limited liability company

By: _____
William C. Shaddock, Jr., Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared William C. Shaddock, Jr., Manager of **SHADDOCK-PROSPER PARK PLACE 2, LLC**, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2025.

Notary Public in and for the State of Texas

Exhibit A**Property**

BEING a tract of land situated in the L. Netherly Survey, Abstract No. 962 and A. Roberts, Abstract No. 1115, Town of Prosper, Denton County, Texas, all of Lot 1, Block A, SEC-TEEL PROSPER ADDITION, an Addition to the Town of Prosper, Denton County, Texas, recorded in Document No. 2022-130, Plat Records, Denton County, Texas (PRDCT), being a portion of a called 70.670 acre tract of land described in a deed to SHADDOCK-PROSPER PARK PLACE 2, LLC, recorded in Document No. 2024-8530, of the Official Records of Denton County, Texas (ORDCT), and all of a called 1.742 acre tract of land described in a deed to SHADDOCK-PROSPER PARK PLACE 2, LLC, recorded in Document No. 2024-8531, ORDCT, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the south end of a corner clip being the intersection of the east line of Teel Parkway, a variable width public right-of-way, the right-of-way thereof being dedicated to the Town of Prosper by said plat of SEC-TEEL PROSPER ADDITION, with the south line of Prosper Trail, a variable width public right-of-way, for a westerly corner of said Lot 1;

THENCE N 16°36'12" E, 14.14 feet along said corner clip and said dedication per plat, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for corner, being a southerly corner of the right-of-way conveyed to the Town of Prosper by deed, recorded in Document No. 2022-32136 ORDCT;

THENCE N 16°39'53" E, 35.32 feet continuing along said corner clip and said right-of-way dedication to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the north end of said corner clip;

THENCE along the south line of Prosper Trail, and same for said right-of-way dedication, around a non-tangent curve to the right having a central angle of 10°03'52", a radius of 745.00 feet, a chord of N 67°19'26" E - 130.70 feet, an arc length of 130.87 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

THENCE N 72°21'22" E, 8.76 feet continuing along the south line of Prosper Trail, and same for said right-of-way dedication, to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for a southeasterly corner of said dedication;

THENCE N 00°02'02" E, 87.73 feet to a point into and through Prosper Trail, along an easterly line of said dedication, and of an easterly line of the right-of-way dedication created by the final plat of Windsong Ranch Phase 9, recorded in Document No. 2023-238 PRDCT;

THENCE N 88°22'00" E, 8.44 feet to a point along Prosper Trail, and along the south line of said dedication to a point for corner;

THENCE N 89°55'15" E, 298.38 feet to a point through Prosper Trail to another corner of said dedication per plat;

THENCE N 89°23'41" E, 1,560.34 feet to a point through Prosper Trail, along a south line of said dedication to a point for the northwest corner of PPP 100 DEV LLC, recorded in Document No. 2023-88234 ORDCT;

THENCE along the east line of said 70.670 acre tract and said 1.742 acre tract, the following courses and distances:

S 00°12'38" W, 44.94 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 00°12'38" W, 760.78 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 30°13'29" E, 98.75 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 15°33'55" E, 92.94 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 19°11'38" E, 92.93 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 20°33'12" E, 93.06 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 15°53'05" E, 74.81 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

S 00°27'40" W, 243.59 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set on the north line of Lot 3, Block X, of ARTESIA NORTH PHASE 2, an Addition to the Town of Prosper, Denton County, Texas, recorded in Document No. 2017-164, PRDCT, from which an "X" in concrete found for the intersection of the centerlines of Greenbelt Park Lane and Sutton Park Avenue, bears S 26°14'33" E, 50.62 feet;

THENCE N 89°32'20" W, 712.69 feet along the north line of said Artesia North Phase 2 to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the northwest corner thereof;

THENCE S 00°03'28" E, 259.07 feet along the west line of said ARTESIA NORTH PHASE 2 to a point at the northeast corner of a remainder of a tract conveyed to Inwood Plaza Joint Venture, recorded in Volume 4233, Page 738, Deed Records, Denton County, Texas;

THENCE N 89°32'20" W, 1,248.54 feet along the north line of said remainder, to the northeast corner of Teel Parkway Extension, an addition to the Town of Prosper, recorded in Document No. 2018-397 PRDCT, and the southeast corner of a right-of-way dedication to the Town of Prosper, recorded in Document No. 2023-75070, ORDCT, same being on the east line of said Teel Parkway;

THENCE N 00°08'40" W, 170.30 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 90°00'00" W, 60.05 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" set;

THENCE N 00°02'02" E, 1,023.35 feet along said dedication to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found for the south corner of said Lot 1;

THENCE along the west line of said Lot 1, the following courses and distances:

A non-tangent curve to the left having a central angle of 01°08'29", a radius of 1,060.00 feet, a chord of N 19°32'53" W - 21.12 feet, an arc length of 21.12 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

N 20°22'59" W, 150.91 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

A non-tangent curve to the left having a central angle of 00°10'12", a radius of 1070.00 feet, a chord of N 28°18'42" W - 3.18 feet, an arc length of 3.18 feet to a 1/2" iron rod with plastic cap stamped "SPIARSENG" found;

N 28°23'48" W, 171.85 feet to the POINT OF BEGINNING and containing 3,144,009 square feet or 72.176 acres of land.

Exhibit B

Trail Improvements

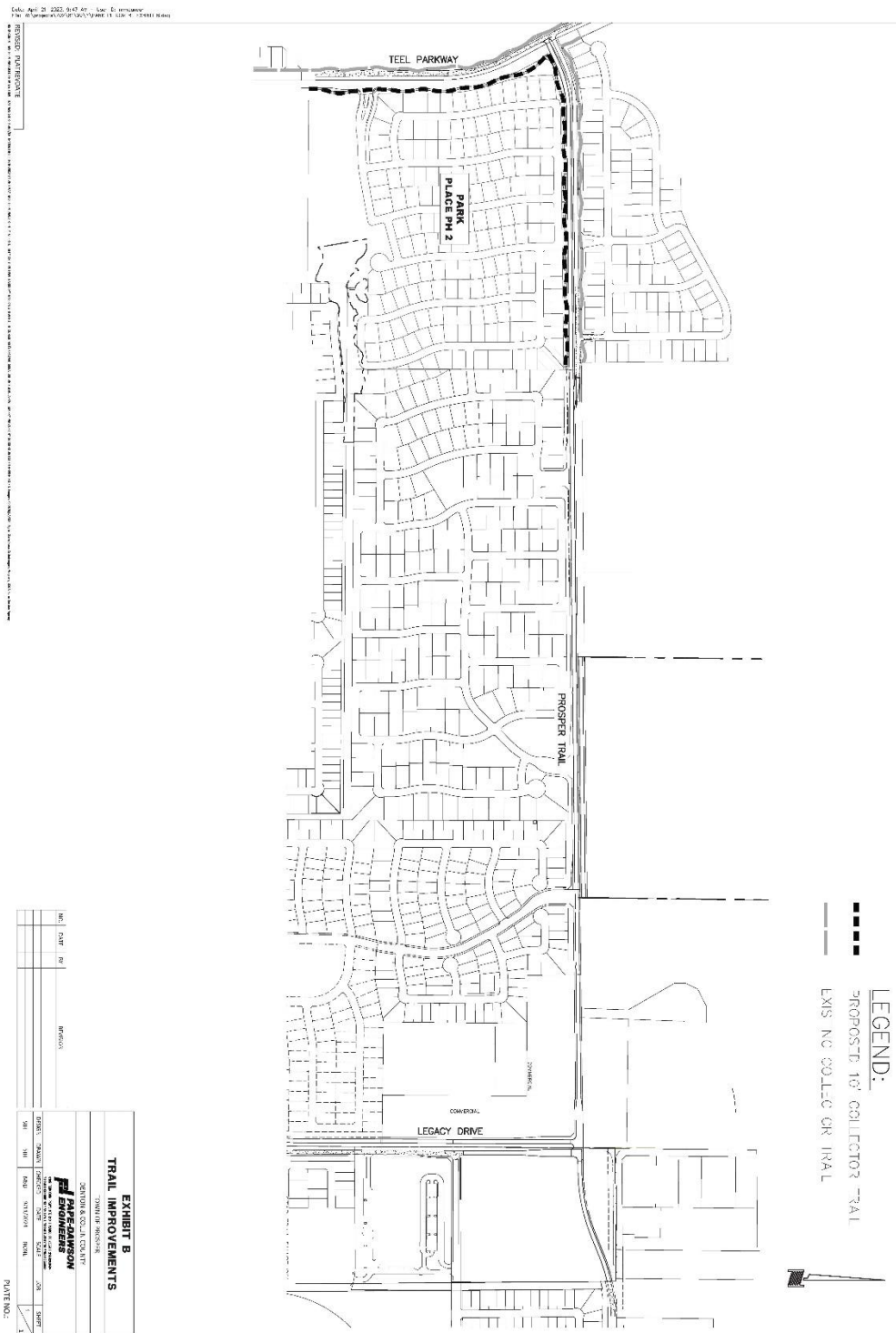


Exhibit B – Trail Improvements
(Park Place Ph 2)

